MICROFILM

START OF ROLL

ROLL NO.

#65
Construction
Contracts

Begins with Contract #
3778 (cont. from Roll #64)

U-322(2) West Approaches to Salem 1952
Br. on Salem-Dallas Hwy.
#3778 in West Salem

RECEIVED
FEB 17 1954
FOR FILING

U-322 (2)

OREGON STATE HIGHWAY DEPARTMENT

(date) Feb. 15, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3778	5-final	Warren Northwest Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
2534	R-87376	$ 1,390.01	2/11/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1953

Time Extensions: To Dec. 31, 1953 without penalty

Completion Date: Dec. 2, 1953

Date Accepted: Jan. 21, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-16-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: FEB 16 1954

aaWicklander

NOTED ON CARD
2-16-54

RECEIVED
FEB 17 1954
FOR FILING

U-322 (2)

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 15, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3778	5-final	Warren Northwest Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
2534	R-87376	$ 1,390.01	2/11/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1953

Time Extensions: To Dec. 31, 1953 without penalty

Completion Date: Dec. 2, 1953

Date Accepted: Jan. 21, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-16-54

To the Accounting Division:

Release of the above warrant is hereby authorized

HBGlaisyer

H. B. Glaisyer
Secretary

Warrant Mailed: FEB 16 1954
aaWichlander

NOTED ON CARD
2-16-54

RECEIVED
FEB 1 - 1954
FOR FILING

U-322(2)

3778

January 29, 1954

United States Guarantee Company
90 John Street
New York 38, N. Y.

Gentlemen:

State Highway contract No. 3778 for work performed on the west approaches to Salem bridges on the Salem-Dallas Highway in Polk County was completed by the contractor, Warren Northwest, Inc., on December 2, 1953, and was formally accepted by the Highway Commission on January 21, 1954.

Final payment in the amount of $1,390.01 will be released to the contractor on or after February 8, 1954. The total contract amount is $46,333.73, of which amount $2,153.90 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

cc: Rodgers Insurance Agency, Inc.,
803 Title & Trust Bldg.,
Portland 4, Oregon

NOTED ON CARD
1/29/54 - dc

RECEIVED
JAN 7 - 1954
FOR FILING

U-322(2)

3778

January 7, 1954

United States Guarantee Co.
90 John Street
New York 7, N. Y.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Warren Northwest, Inc. on contract No. 3778, for paving on the West Approaches to Salem Bridges in Polk County.

This payment, in the amount of $4,051.49, will be released to the contractor on or after January 18, 1954. The retained percentage is $1,390.01.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
1-7-54 gl

RECEIVED
DEC 3 0 1953
FOR FILING

U-322(2)

3778

December 30, 1953

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on December 10, had under discussion your request for an extension of time from October 31 to December 31, 1953 within which to complete your contract No. 3778, for paving on the West Approaches to Salem Bridges on the Salem-Dallas Highway in Polk County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. D. Walker,
Division Engineer

Maurice Juve,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
DEC 10 1953
FOR FILING

U-322 (2)

3778

December 10, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on December 2, 1953 on Contract No. 3778, West Approaches to Salem Bridges Section, in connection with Federal Aid Project No. U-322 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:tp

cc: John Cattrall

RECEIVED
DEC 10 1953
FOR FILING

U-322 (2)

3778

December 10, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on December 2, 1953 on Contract No. 3778, West Approaches to Salem Bridges Section, in connection with Federal Aid Project No. U-322 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:tp

cc: John Cattrall

RECEIVED
DEC 7 - 1953
FOR FILING

U-322(2)

3778

December 1, 1953

Oregon State Highway Commission

Request for extension of time
No. 21
December 10 and 11 Meeting

Gentlemen:

Herewith is a request from Warren Northwest, Inc. for an extension of time on the West Approaches to Salem Bridges, Contract No. 3778, from October 31, 1953 to December 31, 1953.

All major work was completed by October 31; however, a revision in the Wallace Road connection was necessary in order to permit adequate traffic movement onto the Wallace Road. This revision required additional right of way, which has been extremely difficult to secure and the contractor has not been permitted to operate until final clearance has been obtained.

There has been no additional expense because of the delay, and I recommend, therefore, that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

EAP: fp

RECEIVED
FOR FILING

U-322(2)

3778

November 23, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the West Approaches to Salem Bridges Contract No. 3778, Oregon U-322(2), from October 31, 1953, to December 31, 1953, to Warren Northwest, Inc.

All major work was completed by October 31st, however, a revision in the Wallace Road connection was necessary in order to permit reasonable movement of traffic onto the Wallace Road. This revision required additional right of way which has been extremely difficult to procure and the contractor has not been permitted to operate in this area until final clearance was obtained.

There has been no delay to traffic nor will additional cost be incurred and I therefore recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Ass't. State Highway Engineer

cc to: H. G. Smith

RECEIVED
FOR FILING

November 17, 1953

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 29, 1953, had under discussion your request for an extension of time from September 30 to October 31, 1953 within which to complete your contract No. 3778, for paving on the West Approaches to Salem Bridges on the Salem-Dallas Highway in Polk County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: J. D. Walker,
Division Engineer

Maurice Juve,
Resident Engineer

H. G. Smith,
Construction Engineer

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 31, 1953

Section West Approaches to Salem Bridges

Kind of work Paving

Highway Salem - Dallas

Section prefix 27 - 1026

Contractor Warren Northwest, Inc.

Contract number 3778

Date of contract August 18, 1952

Date of completion August 31, 1953

Date work started September 1, 1953

Estimated date of completion November 15, 1953

Amount of contract $47,406.95

Per cent of time elapsed 116 %

Estimated cost of completed project, exclusive of engineering $47,406.95

Per cent of contract completed, based on total contract price 95 %

Engineering cost to date $3,714.53, 102 %

Date project was completed ...., 19..

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Salem Electric Co. and P. G. E. have completed moving their lines from the pole on the northwest corner of Edgewater St. and Wallace Road.

No other work on this project this week.

Completion of this project is held up pending settlement of Right of Way acquisition on the northeast corner of Edgewater St. and Wallace Road.

NOTED
H. G. SMITH

RECEIVED
NOV 2 1953
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
FORREST COOPER

Signed Maurice N. Juve

Address Rm. 210 Lab. Bldg. Salem

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		0.45			0.45
Miles partially completed					
Miles completed		0.45			0.45
Total estimated quantities		2,500			3,300 Tons
Estimated quantities moved or placed to date		2,700			3,200 Tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Cloudy		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

STATE PRINTING DEPT. 48418

RECEIVED
OCT 26 1953
FOR FILING

[illegible]

October 26, 1953

Request for extention of time
No. 18
Oregon State Highway Commission
October 29 and 30 Meeting

Gentlemen:

Herewith a request of Warren Northwest, Inc. for an extension of time on the West Approaches to Salem Bridges on the Salem-Dallas Highway, contract No. 3778, from September 30, 1953 to October 31, 1953.

Failure of the grading contractor to complete his slope protection and grading prevented the prime contractor from completing the installation of guardrails, night posts, and miscellaneous cleanup.

The overrun of the contract was not the fault of the contractor and I recommend the extension be granted without penalty. Mr. L. T. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

EAP:js fp

RECEIVED
FOR FILING

October 15, 1953

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on September 24, 1953, had under discussion your request for an extension of time from August 31, 1953 to September 30, 1953 within which to complete your contract No. 3778, for paving the west approaches to the Salem Bridges on the Salem-Dallas Highway in Polk County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

gl

cc: J. D. Walker,
Division Engineer

Maurice Juve,
Resident Engineer

F. G. Smith,
Construction Engineer

RECEIVED
FOR FILING

[illegible]

[illegible]

October 7th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the West Approaches to Salem Bridges Contract #3778, Oregon U-322(2), from September 30th, 1953, to October 31st, 1953, to the Warren Northwest Co., Inc.

The failure of the grading contractor to complete his slope protection and grading prevented the prime contractor from completing the installation of guard rails, sight posts and miscellaneous cleanup. The overrun of the contract was not the fault of the contractor, and I recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

R

cc to: H. G. Smith

RECEIVED

FOR FILING

61

3778

September 22, 1953

Oregon State Highway Commission

Request for extension of time
No. 30
September 24 and 25 Meeting

Gentlemen:

Herewith a request from Warren Northwest, Inc. an extension of time on the West Approaches to Salem Bridges, Contract No. 3778, from August 31, 1953 to September 30, 1953.

Because of the failure of the grading contractor to complete his work it was impossible for this company to do the paving. Paving work was started on September 1 and early completion is anticipated.

I recommend the extension be granted without penalty, and Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

EAP FP

RECEIVED

FOR FILING

FORM E-30X 25M 11-50 44702

U-322 (2)

[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 18, 1952

SUBJECT:

To: Mr. J. D. Walker
Division Engineer
State Highway Dept.
Office

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract between Warren Northwest, Inc., and E. N. Peterson covering Items 5, 6 and 7 on Contract No. 3778, West Approaches to Salem Bridge Section of the Salem-Dallas Highway, Ore. U-322 (2), is approved, and you may so inform the interested parties.

Four copies of the subcontract are being returned herewith.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc W. C. Williams
C. G. Polk (2)

RECEIVED
SEP 18 1952
[illegible]

RECEIVED
SEP 17 1953
FOR FILING

U-322(2)

3778

September 16th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract #3778, West Approaches to Salem Bridges, Oregon U-322(2), from August 31st, 1953, to September 30th, 1953, to the Warren Northwest Co., Inc., contractors.

Because of the failure of the grading contractor to complete his work, it was impossible for this company to do the paving. Work was started on the paving on September 1st, and early completion is anticipated.

Since the non-completion was not the fault of the contractor, I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

M

cc to: H. G. Smith

RECEIVED
SEP 16 1952
FOR FILING

September 15, 1952

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

We enclose herewith two fully executed copies of contracts which were awarded to you on August 18, 1952 by the State Highway Commission, as follows:

Contract No. 3778, for paving the west approaches to Salem Bridges on the Salem-Dallas Highway in Polk County.

Contract No. 3779, for grading and paving on the Glenn Creek Road-S. P. Railroad Section of the Salem-Dayton Highway in Polk County.

These copies are for your records and files.

We are also sending executed copies of the above contracts to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

Recorded [illegible]

RECEIVED
1953
FOR FILING

U-322 (2)

September 9, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on September 1, 1953 on Contract No. 3776, West Approaches to Salem Bridges Section, in connection with Federal Aid Project No. U-322 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

MEMO TO FILES:

For Project Agreement
See: U-322(2) 3551

Dated: December 12, 1952

RECEIVED
AUG 21 1952
FOR FILING

August 20, 1952

Warren Northwest Inc.
9860 N. E. Hancock Drive
Portland, Oregon

Gentlemen:

The State Highway Commission on August 18, 1952 awarded to you State Highway Contract No. 3776 for paving the west approaches to the Salem Bridge on the Salem-Dallas Highway in West Salem. This award was based on your bid of $44,965.50 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

RECEIVED
FOR FILING

7-files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

August 18, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project U-322(2), West Approaches to Salem Bridges on the Salem-Dallas Highway, to Warren Northwest, Inc., of Portland, Oregon, low bidder in the amount of $44,965.50 at the August 18, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

127-1027 Glen Creek Road - S.P. 1952
Railroad Sec. of the Salem-Dayton
#3779 Sec. Hwy. in West Salem.

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 27, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
124-1221			
3779	3- final	WARREN NORTHWEST, INC.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
13949	R-71822	$ 709.59	July 24, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1953

Time Extensions: None

Completion Date: May 29, 1953

Date Accepted: June 25, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-27-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: JUL 2

A. A. Wicklander

7-28-53

RECEIVED
FOR FILING
127-1027

3779

July 15, 1953

United States Guarantee Co.
90 John Street
New York 7, N.Y.

Gentlemen:

State Highway contract No. 3779 for work performed on the Glenn Creek Road-S.P. Railroad Section of the Salem-Dayton Highway in Polk County was completed by the Contractor, Warren Northwest Inc. on May 29, 1953 and was formally accepted by the Highway Commission on June 25, 1953.

Final payment in the amount of $709.59 will be released to the contractor on or after July 25, 1953. The total contract amount is $23,653.03, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FH
cc - United States Guarantee Co.
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.,
Portland 4, Oregon

NOTED ON CARD
7-15-53

RECEIVED
JUN 26 1953
FOR FILING

June 24, 1953

United States Guarantee Company
90 John Street
New York 7, New York

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Warren Northwest, Inc., on Contract No. 3779 covering grading and paving work on the Glenn Creek Road-Southern Pacific Railroad Section of the Salem-Dayton Highway in Polk County. This payment in the amount of $13,792.83 will be made on or after July 6, 1953. The retained percentage is $709.59.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[redacted]

cc - Rodgers Insurance Agency, Inc.
803 Title & Trust Building
Portland 4, Oregon

NOTED ON CARD
6-24-53

Form E-1

127-1027

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 20, 1953

Section Glenn Creek Road - S. P. Railroad
Kind of work Grading & Paving
Highway Salem - Dayton
Section prefix 127-1027
Contractor Warren Northwest Inc.
Contract number 3779
Date of contract August 18, 1952
Date of completion August 31, 1953
Date work started April 16, 1953
Estimated date of completion , 19
Amount of contract $25,860.00
Per cent of time elapsed 75.20 %
Estimated cost of completed project, exclusive of engineering $23,931.03
Per cent of contract completed, based on total contract price 100% %
Engineering cost to date $2645.97, 126.82%
Date project was completed May 29, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi - Final
Estimate and supporting data submitted to Division Office Thursday Morning.

NOTED
FORREST COOPER

NOTED
B. A. MARTIN

Signed J. F. McGee
Address Res. Eng'r.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.348	0.348			0.348
Miles partially completed	"	"			"
Miles completed	"	"			"
Total estimated quantities	7560	1070			1500
Estimated quantities moved or placed to date	6804.4	1000			1551.65
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	Cloudy		
Thursday	"		
Friday	"		
Saturday			

STATE PRINTING

RECEIVED
FOR FILING

FORM E-90 20M 9-51 52310

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 27, 1953

SUBJECT:

To: Mr. J. D. Walker
Division Engineer
Office

Dear Sir:

In your absence today, Resident Engineer McGee had himself an emergency. He discovered that he had used up the 1500 tons of asphaltic concrete on the Glenn Creek Road - S. P. Railroad Section. He still had several driveways which were not paved. Part of the overrun was due to items beyond the control of Mr. McGee, mainly the necessity of extending street paving due to grade changes and necessity of additional driveways due to building construction since the job was originally designed. It was not feasible to eliminate the additional work necessary to complete the job, therefore, I have approved not to exceed an additional 100 tons of material for this project. Mr. McGee seemed somewhat at a loss to know whether his job would run over or under, as he was a bit vague about quantities.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js
cc W. C. Williams

RECEIVED
SEP 16 1952
FOR FILING

September 15, 1952

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

We enclose herewith two fully executed copies of contracts which were awarded to you on August 18, 1952 by the State Highway Commission, as follows:

Contract No. 3778, for paving the west approaches to Salem Bridges on the Salem-Dallas Highway in Polk County.

Contract No. 3779, for grading and paving on the Glenn Creek Road-S. P. Railroad Section of the Salem-Dayton Highway in Polk County.

These copies are for your records and files.

We are also sending executed copies of the above contracts to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

Recorded 9 [illegible]

RECEIVED
AUG 21 1952
FOR FILING

August 20, 1952

Warren Northwest Inc.
9860 N. E. Hancock Drive
Portland, Oregon

Gentlemen:

The State Highway Commission on August 18, 1952 awarded to you State Highway Contract No. 3779 for grading and paving 0.33 mile of the Glen Creek Road-Southern Pacific Railroad Section of the Salem-Dayton Secondary Highway in West Salem. This award was based on your bid of $25,860.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert.
W. M. Franzwa, SIAC

30-3409 1952

Pendleton Maintenance Building.

#3780

RECEIVED
FOR FILING

20-3401

3780

June 16, 1953

National Surety
4 Albany Street
New York 6, New York

NOTED
H. B. GLAISYER

Attention: Mr. S. M. Meyler

Gentlemen:

State Highway Contract No. 3780 awarded to Loree Building Service for construction on a maintenance shed in Pendleton was completed March 31, 1953, and accepted by the Commission on May 18, 1953. Final payment was mailed to the contractor May 21, 1953.

This is in reply to your letter of June 11 concerning the status of this job.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:mm

NATIONAL SURETY
Surety Bonds · Insurance
INVISIBLE ARMOR
NATIONAL SURETY CORPORATION
NATIONAL SURETY MARINE INSURANCE CORPORATION
N. P. GARDNER, JR., SURETY MANAGER • 4 ALBANY STREET, NEW YORK 6, N. Y. • CORTLANDT 7-9000

June 11, 1953

Mr. Floyd Query
Acting Secretary
Oregon State Highway Dept.
Salem, Oregon

3780

RE: LOREE BUILDING SERVICE
LA GRANGE, OREGON
CONTRACT FOR CONSTRUCTION OF
MASONRY BLOCK, MAINTENANCE BLDG.
AT PENDLETON, OREGON $10,512.80.
BOND NO. 1435927

Dear Mr. Query:

On April 30th you were kind enough to inform us that the contract covered by the above numbered bond had been completed on March 31, 1953 but had not been formally accepted by the Highway Commission. If the work has been accepted by the Highway Commission, please advise us.

We enclose for your response a stamped addressed envelope.

Yours very truly,

S M Meyler
S. M. MEYLER

JF

RECEIVED
[illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
30-3101

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 12, 1953

(CONTRACT NO.) 3780	(EST. NO.)	(CONTRACT0R)
3780	4-final	LOREE BUILDING SERVICE

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
8660	R-66259	$ 1,115.84	5/11/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Nov. 30, 1952

Time Extensions: to May 31, 1953

Completion Date: March 31, 1953

Date Accepted: May 18, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 5-21-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

Floyd Query
~~H. B. Glaisyer~~
Acting Secretary

Warrant Mailed:

a.a. Wiklander

NOTED ON CARD

RECEIVED

FOR FILING

[illegible]

April 30, 1953

National Surety Corporation
4 Albany Street
New York 6, N. Y.

Gentlemen:

State Highway Contract No. 3780 for constructing maintenance shed at Pendleton, Umatilla County, was completed by the contractor, Loree Building Service, on March 31, 1953 but has not as yet been formally accepted by the Highway Commission.

Final payment in the amount of $1,115.84 will be released to the contractor after acceptance by the Commission. The total contract amount is $10,669.20, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

W. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Pownall, Taylor & Hays
330 American Bank Bldg.
Portland 5, Oregon

NOTED ON CARD

4-30-53

RECEIVED
JAN [illegible] 1953
FOR FILING

3 - 34 [illegible]

3780

January 13, 1953

Loree Building Service
Box 310
La Grande, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 6, 1953, had under discussion your request for an extension of time of 182 days, from November 30, 1952 to May 31, 1953, within which to complete your contract No. 3780 for constructing maintenance shed at Pendleton.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

el

A. F. Parsons
cc: ~~E. F. Chidsey~~,
Division Engineer

L. G. Smitton,
Dist. Maintenance Supt.

G. S. Paxson,
Bridge Engineer

RECEIVED
DEC 22 1952
FOR FILING

20-2401

3780

December 1[illegible], 1952

State Highway Commission

Request for extension of time
No. 6
January 6, 1953 meeting.

Gentlemen:

Re: Pendleton Maintenance Building
Contract 3780
Lorre Building Service, Contractor

We are in receipt of a request for an extension of time from the contract completion date of November 30, 1952 to May 31, 1953, for the completion of the work on this building.

The structure is complete with the exception of the painting of the steel sashes and the doors. The steel sashes were delayed in delivery so that it was impractical to complete the painting during good weather this fall. We have directed the contractor to delay this painting until suitable weather next spring. The building is occupied and used by our forces.

It is recommended that the extension be granted without penalty to the contractor. This is a State Project and does not require the approval of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

OSP:gm

RECEIVED
FOR FILING

30-3107

377

September 19, 1952

Loree Building Service
Box 310
La Grande, Oregon

Gentlemen:

We enclose herewith two fully executed copies of contracts which were awarded to you by the State Highway Commission on August 18, 1952, as follows:

Contract No. 3773, for construction of Baker Maintenance Building in Baker County.

Contract No. 3780, for construction of maintenance shed at Pendleton in Umatilla County.

An executed copy of each of these contracts is also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
AUG 21 1952
FOR FILING

August 20, 1952

Loree Building Service
Box 310
La Grande, Oregon

Gentlemen:

The State Highway Commission on August 18, 1952 awarded to you State Highway Contract No. 3780 for construction of the Pendleton Building in Umatilla County. This award was based on your bid of $10,512.80 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

RECEIVED
FOR FILING

FORM E-90K 25M 6-51 80116

50-3402
2170

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 19, 1952

SUBJECT: **Proposed buildings at Pendleton and Baker** — 1-3402 #2172

To:

Mr. G. S. Paxson
Bridge Engineer
Office

Dear Sir:

After some further study of the maintenance building needs at Pendleton and Baker, we find that the situation involves two problems: first, the need of additional storage and second, the need of storage bays sufficiently deep to accommodate our large snow plow trucks with trucks mounted for winter use. The 28' bays available at these two stations have not been deep enough to permit these trucks to be stored inside and as a result they have been left out in the cold and when the time came to start the motors considerable difficulty has been experienced with resulting loss of time.

It is proposed therefore, that we build at both of these stations a building 36' deep and approximately 76' long made up of 5 bays (without a shop ~~building~~ Bay) similar to the 36' building bays constructed at Timberline Junction and Warm Springs. The roof at both Pendleton and Baker would not require the steep pitch which was provided at Timberline and Warm Springs and we would not plan a concrete floor in the building at this time. Provision should be made for a chimney so that sometime later a stove could be placed about the middle of the building to provide heat. Lighting would consist of overhead lights with outlets for trouble lights or electric plug-in tools.

The cost of the two buildings as above will be slightly greater than that originally estimated, however, we will arrange to transfer whatever amount is necessary to cover the cost. State forces can supply the crushed rock or gravel backfill for the buildings. When the buildings are complete, the required number of 28' storage bays can be utilized for sign crew, bridge crew and car storage as necessary.

Changing to this plan of construction required a review of the location of the proposed buildings and I attach hereto a revised proposed location. This matter was discussed with Mr. Chidsey over the phone and if he has other ideas he will let us know in the very near future.

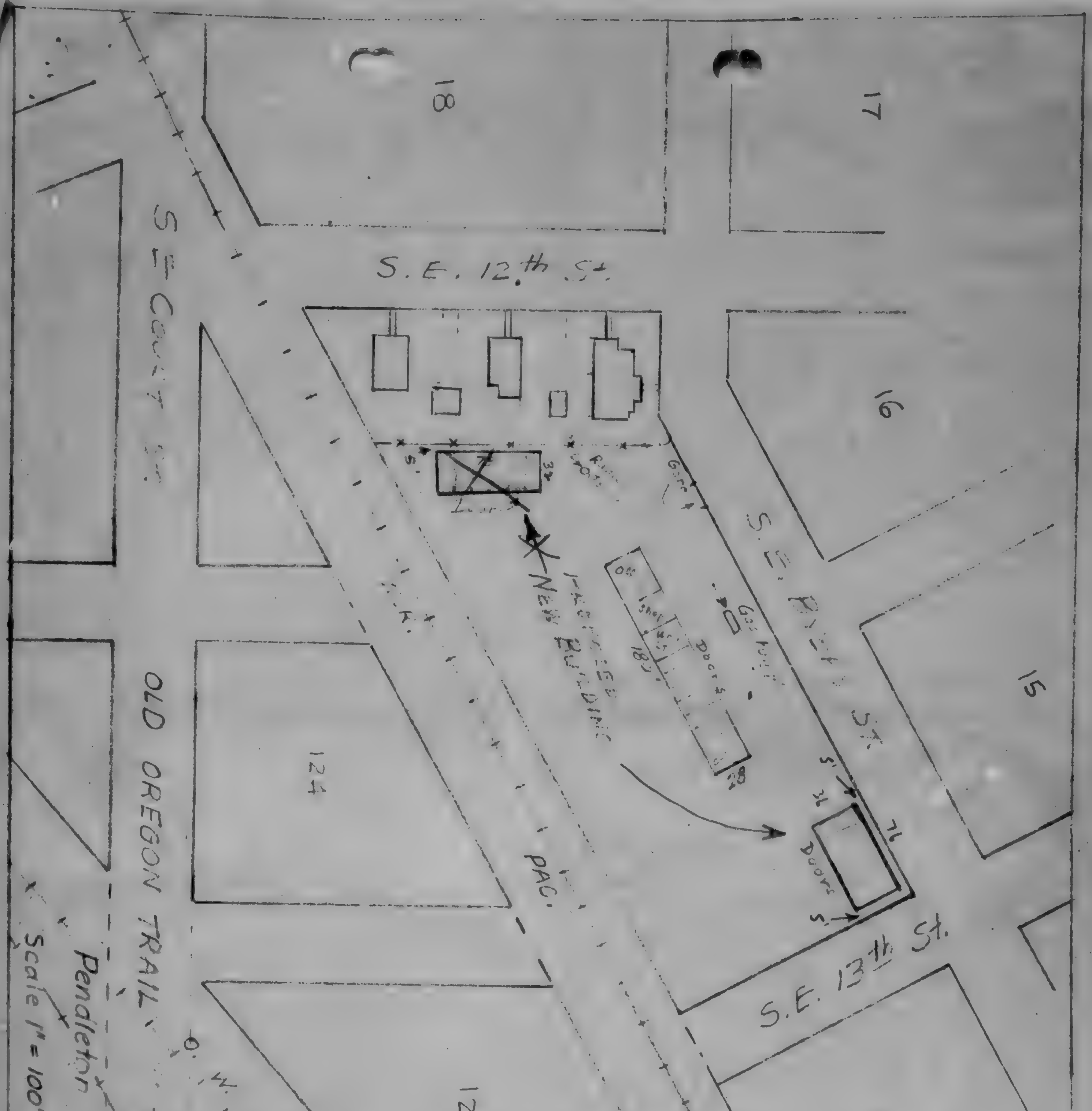
Very truly yours,

IAD

I. A. DeFrance
Assistant Maintenance Engineer

NOTED
W. W. STIFFLER

IAD/db Enclosures
cc- W. W. Stiffler E. F. Chidsey


18
17
S.E. 12th St.
S.E. Court St.
16
S.E. Byers St.
15
Proposed New Building
Oil
Shop
W.S.
180'
Doors
Gas Pump
28
S.
34
31
71
Doors
124
129
Old Oregon Trail
PAC.
S.E. 13th St.
22
O.W.R.R. & N.
To La Grande →

Pendleton Maint Sta
Scale 1" = 100'
June 1952

RECEIVED
JUN [illegible] 1952
FOR FILING

30-[illegible]

[illegible]

Salem, Oregon
June 16, 1952

Mr. G. S. Paxson

Herewith is a copy of Mr. De France's report under date of June 9, which has reference to the establishment of storage buildings at Pendleton and Baker.

The plan is approved as to principle and location as shown on the sketches enclosed. I believe Mr. De France wishes to alter the dimensions of the Baker building from that shown on the report.

W. W. Stiffler

WWS:er

Enclosure

cc Mr. I. A. De France

FORM E-30 25M 1-52 58419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

June 9, 1952

SUBJECT: Equipment storage building at Pendleton
Car storage building at Baker

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Dear Sir:

When we made up our 1952 Maintenance Station Improvement Budget we included two items which we were advised were badly needed but at a preliminary estimated cost which we find now does not reflect the true cost of the buildings actually needed.

At Pendleton we find there is need for an additional equipment storage building to provide storage space for snow plowing equipment that now has to set outside and during cold weather consists in much loss of time to the crew and expense in snow plowing operations. We also find that the bridge crew is without quarters for their equipment or for the storage of those materials which they must keep on hand and those tools which they store for use on special jobs. We find also that the Sign Department needs a storage bay to facilitate their operations.

We have planned therefore, a standard masonry block building 32'x78' with metal roof and uplift doors to consist of 6 - 13 storage bays. Two of the bays will be partitioned off with a picket type partition for bridge crew and Sign Department use. The picket type partition is proposed inasmuch as it may be adjusted to provide storage space as required.

At Baker there is need for a car storage building to provide storage for engineering party cars and other vehicles for which there is no shelter at the present time. One bay in the existing maintenance building is now used by the bridge crew and District Maintenance Superintendent for storage of materials, tools, equipment, tires etc. Mr. Young and Mr. Chidsey suggest that we utilize two bays in the new building for bridge crew storage permitting us to revise the bay in the existing building for use by the State Police as a radio shop. Mr. Widdows advises that he would appreciate storage space in the new building.

It is proposed therefore, that a masonry block building 24'x70' be constructed to provide 4 car storage bays and 3 bays for material storage. It is planned to build the 7 bays and partition off 3 with picket type partitions which may be revised to permit future adjustment in space allotments and make possible the eventual use of these bays for car storage.

NOTED
W. W. STIFFLER

Our estimate of cost for the two buildings is as follows:

Baker - contract - car storage 24'x70'	$8500
State Force - surface, floor and lights	300
Partitions	300
Sub-total for Baker	$9100
Pendleton - Contract - Equipment Storage Shed 32'x78'	$12640
State Force - Surface, floor and lights	560
Partitions	400
Sub-total for Pendleton	$13600

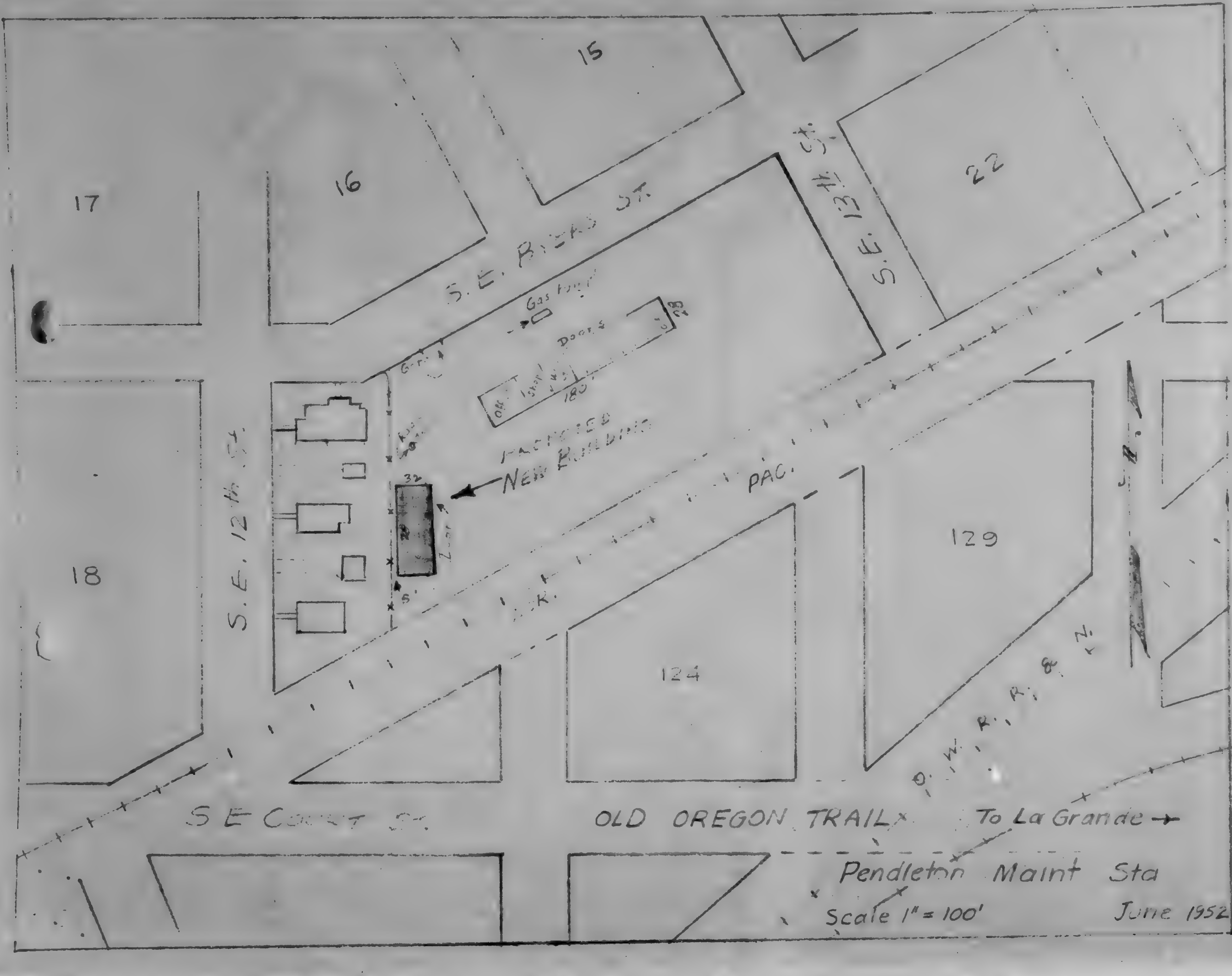
We would propose to cover this cost by utilizing the amount set up for the two buildings in the original budget - $9200; the item to cover the extension of the Pendleton office which is being postponed till 1952 - $10,000 and an item of $3500 in the 1952 budget to cover the improvement to the water supply system at the Timberline Junction. This particular project was completed last year and need not enter into our 1952 program.

We recommend that these projects be authorized in accordance with the above and that Mr. Paxson be advised of our plans at once so that he can include the two buildings in his call for bids at the July meeting.

Very truly yours,

I. A. DeFrance
Assistant Maintenance Engineer

IAD/db
cc-


15
17
16
22
S.E. Byers St.
S.E. 13th St.
Gas Pump
Doors
28
180
Proposed
New Building
32
PAC.
S.E. 12th St.
18
129
124
O.W.R.R.&N.
S E Court St.
OLD OREGON TRAIL
To La Grande →
Pendleton Maint Sta
Scale 1" = 100'
June 1952

31-1501 1952

La Grande Traffic Signals.

#3781

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 8, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
31-1601 3781	5-final	ZEPHYR ELECTRIC	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
12728	R-70597	$ 472.26	July 7, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Dec. 31, 1952

Time Extensions: to April 30, 1953

Completion Date: April 30, 1953

Date Accepted: June 25, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-8-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

A A Wicklander

NOTED ON CARD

7-8-53 gl

RECEIVED
FOR FILING

[illegible]

[illegible]

June 26, 1953

United States Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
201 Portland Trust Bldg.
Portland, Oregon

Gentlemen:

State Highway Contract No. 3781 for installing traffic signals on the Old Oregon Trail at La Grande, Union County, was completed by the contractor, Zephyr Electric, on April 30, 1953 but has not as yet been formally accepted by the Highway Commission.

Final payment in the amount of $472.26 will be released to the contractor after acceptance by the Commission. The total contract amount is $15,741.92 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

6-26-53 g.l.

RECEIVED
JUN 4 - 1953
FOR FILING

31-1601

3781

June 3, 1953

W. Talbot Sinclair, Manager
U. S. Fidelity & Guaranty Co.
201 Portland Trust Bldg.
Portland, Oregon

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Zephyr Electric in connection with contract No. 3781, for installing traffic signals on the Old Oregon Trail at La Grande, Union County.

This payment, in the amount of $1,637.55, will be released to the contractor on or after June 13, 1953. The retained percentage is $472.26.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc:

NOTED ON CARD
[illegible]

RECEIVED
FEB 24 1953
FOR FILING

31-1601
3781

February 20, 1953

11612

Mr. E. H. Ford, City Manager
City of La Grande
La Grande, Oregon

Dear Mr. Ford:

This will acknowledge receipt of your letter of February 11 regarding control of the new traffic signal installation in La Grande from the fire station. Subsequent telephone conversations between you and a representative of the Traffic Engineering Division indicate that you wish to have some type of over-all manual control.

At one time the Highway Department, when making signal installations in cities, provided emergency controls. However, experience with these controls has indicated that they are of very little value and, generally, the emergency feature is no longer in use. The latest installations made by this Department, such as those at Baker, Salem, La Grande, and The Dalles, do not include the emergency feature.

An all-red signal indication has the disadvantage of stopping all traffic, and, if traffic is heavy, emergency equipment finds it impossible to move. It seems to be the general consensus among city officials at the present time that it is best to let the signals continue their normal operation and to use the siren as an emergency warning. If this is done, traffic remains fluid and vehicles find it possible to stop clear of the traveled way so that the emergency vehicle may proceed on its mission.

In the instance of La Grande, some benefit might be obtained through placing the signal at the intersection of Adams Avenue and Depot Street on an emergency control which would stop Adams Avenue traffic upon actuation of a push button in order to allow fire equipment to cross Adams Avenue to the Jefferson Avenue area. If the city wishes to have this type of control it can be provided at a cost of $[illegible]00, which cost would need to be borne entirely by the City of La Grande. This work could be added to the present contract. The city has on deposit sufficient money to cover the estimated cost.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. F. B. Crandall

VJ:mm fp

ASSIGNMENT

No. 4012
By WCW

$500

Date: February 13, 1953

Description: Letter of February 11 by E. H. Ford, City Manager of La Grande, regarding traffic light installation in La Grande

Acknowledged by _____ Referred to ____ Crandall ✓ _____

xxx Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________________ signature
____
____

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 2 24 53 Report received ________

Remarks:

City of La Grande, Oregon

COMMISSION-MANAGER FORM OF GOVERNMENT
E. H. FORD, Manager

ON THE OLD OREGON TRAIL
A GOOD PLACE TO COME TO

COMMISSIONERS
H. V. Leffel
J. L. Sinden
H. E. Waddell

Carl G. Helm Jr., City Attorney
B. W. Hibbits, Recorder-Treasurer

February 11,1953

Mr. R.H.Baldock
Oregon State Hiway Comm
Salem,Oregon

[illegible] TO
W. C. WILLIAMS

Dear Mr. Baldock:

In connection with the traffic light installation in La Grande I beleive it is essential that we have a control switch in the fire station which will allow the red light to be turned on when there is a fire and the equipment is answering the call.

The matter was taken up with your engineer and he advised me to write to you relative to it,also the Zephyr Electric co.Please advise at once if the above is possible.

Thanking you kindly.

NO
W. C. [illegible]

Sincerely yours,

E. H. Ford
City Manager

EHF:fm

RECEIVED
FEB 16 1953
TRAFFIC ENGINEER

RECEIVED
FEB 11 1953
[illegible]

RECEIVED
FOR FILING

31-[illegible]

January 14, 1953

Zephyr Electric
332 S. E. Emmigrant St.
Pendleton, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 6, 1953, had under discussion your request for an extension of time of 120 days, from December 31, 1952 to and including April 30, 1953, within which to complete your contract No. 3781 for installing traffic signals at La Grande on the Old Oregon Trail in Union County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

Parsons
cc: ~~W. E. Chidsey,~~
Division Engineer

G. W. Kennen,
Resident Engineer

G. S. Paxson,
Bridge Engineer

RECEIVED
FOR FILING

31-1011

3781

January 5, 1953

Request for extension of time
No. 19
January 6, 1953 meeting

Oregon State Highway Commission

Re: Traffic Signals at La Grande
Contract No. 3781

Gentlemen:

Herewith is a request from Zephyr Electric Company for an extension of time of 120 days, which is to and including April 30, 1953, for the completion of the work on the La Grande traffic signals, Contract No. 3781.

The contractor was delayed in receiving essential materials to be incorporated in these traffic signals. The contractor now has the material and will complete the installation so that it can be operated by January 31, 1953, the extension to April 30 being so that painting may be done in suitable weather. It is recommended that the extension be granted without penalty to the contractor. This is a State project and does not require concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc Mr. G. S. Paxson

RECEIVED
FOR FILING

31-1[illegible]

3781

September 19, 1952

Zephyr Electric
332 S. E. Emmigrant St.
Pendleton, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3781, awarded to you on August 18, 1952 by the State Highway Commission, for installing La Grande Traffic Signals on the Old Oregon Trail in Union County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING

1601

3771

MISC. CONTRACTS and
AGREEMENTS No. 1405 9

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 5, 1952

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

[illegible] SECRETARY
to file

Attached is the original fully executed copy of a traffic signal agreement covering installations along Adams Avenue in the City of La Grande.

You will recall that this agreement was returned to the City of La Grande for signature because it was necessary to revise the last page to conform with the City Commission's manner of signature. The city has retained for its records a fully executed copy of the agreement.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Robert H. Prange
Office Engineer

RHP:MM
Att.

[illegible] SECRETARY
to file

MISC. CONTRACTS and
AGREEMENTS No. 1405

CALIFORNIA-PACIFIC UTILITIES COMPANY

La Grande, Oregon
August 13, 1952

City of La Grande
La Grande, Oregon

Attention: Mr. E. H. Ford, City Manager

Gentlemen:

With reference to your request for contacting our Company poles with your proposed traffic control, provision for use of our poles, at a reasonable cost, is covered in Section 3 of the present electric franchise. The franchise is specifically designated as Ordinance No. 1273, Series 1935, issued to our predecessors, Eastern Oregon Light and Power Company, on July 10, 1935, and assigned to California-Pacific Utilities Company on June 19, 1946, by adoption of Ordinance No. 1504, Series 1946.

A reasonable compensation for such use has been determined as $.05 per year per pole contacted, with payment made yearly.

This letter may be considered as permission to attach the required supervisory cable to poles owned by our Company in the alley between Adams Avenue and Washington Avenue between Fourth and Spruce Streets.

Yours truly,
CALIFORNIA-PACIFIC UTILITIES CO.

By A. B. Olson
A. B. Olson
District Manager

Accepted on behalf of
the City of La Grande, Oregon
August 13, 1952

E. H. Ford

B W Hibbit

ABO:bb

MISC CONTRACTS and AGREEMENTS No 2405

CALIFORNIA-PACIFIC UTILITIES COMPANY

La Grande, Oregon
August 13, 1952

City of La Grande
La Grande, Oregon

Attention: Mr. E. H. Ford, City Manager

Gentlemen:

With reference to your request for contacting our Company poles with your proposed traffic control, provision for use of our poles, at a reasonable cost, is covered in Section 3 of the present electric franchise. The franchise is specifically designated as Ordinance No. 1273, Series 1935, issued to our predecessors, Eastern Oregon Light and Power Company, on July 10, 1935, and assigned to California-Pacific Utilities Company on June 19, 1946, by adoption of Ordinance No. 1504, Series 1946.

A reasonable compensation for such use has been determined as $.05 per year per pole contacted, with payment made yearly.

This letter may be considered as permission to attach the required supervisory cable to poles owned by our Company in the alley between Adams Avenue and Washington Avenue between Fourth and Spruce Streets.

Yours truly,
CALIFORNIA-PACIFIC UTILITIES CO.

By A. B. Olson
A. B. Olson
District Manager

Accepted on behalf of
the City of La Grande, Oregon
August 13, 1952

E. H. Ford

B.W. Hibbit

ABO:bb

RECEIVED
AUG [illegible]
FOR FILING

August 20, 1952

Zephyr Electric
332 S. E. Emigrant Avenue
Pendleton, Oregon

Gentlemen:

The State Highway Commission on August 18, 1952 awarded to you State Highway Contract No. 3781 for installation of the La Grande Traffic Signals in Union County. This award was based on your bid of $15,579.56 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

RECEIVED
FORM [illegible] FOR FILING

[illegible]

[illegible]

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 15, 1952

AGENDA

SUBJECT:

all copies to Cattrall & for city to resign 8/27

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
By Asst. Chief Engineer

Herewith three copies of a Traffic Signal Agreement covering traffic signal installations along Adams Avenue in the City of La Grande.

Inasmuch as the City of La Grande is a commission-manager form of government, the city commissioners inadvertantly signed in the space reserved for Highway Commission signatures, making it necessary to revise the last page of the agreement to conform with the city's manner of signature.

After the Highway Commission has signed the original and first carbon copy of the agreement, please return all three copies to this office in order to secure the signature of the city commissioners on the revised agreement.

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

RHP:MM
Att.

2 copies to be signed

AUTHORIZED BY HIGHWAY COMMISSION
DATE May 26, 1952 minute page 33
Glaisyer pro
SECRETARY

A

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OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 14, 1952

SUBJECT:

To: Mr. H. B. Glaisyer
OFFICE

Herewith a check in the amount of $11,500 from the City of La Grande representing the city's advance deposit on the estimated cost of the traffic signal installations in La Grande.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Robert H. Prange
Office Engineer

RHP:MM
Att.

cc: Mr. C. H. Maison

check to actg div. 8-15

NOTED
F. QUERY

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FORM E-30 25M 1-52 56419

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 18, 1952

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

Attached hereto please find the original and five copies of a proposed agreement to be entered into between the State Highway Commission and the City of La Grande relative to the installation of traffic control signals along Adams Avenue in that city.

Please note that no plans or specifications are attached to the agreements although reference to such plans and specifications is made in the body of the agreement. In Mr. Crandall's letter requesting this agreement, he advised that he would have the plans at a later date.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Robert L. May, Jr.
Robert L. May, Jr.
Assistant Attorney

NOTED
J. AL HEAD

RLM:pj

Enclosures - 6

RECEIVED
JUL 21 1952
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
F. B. CRANDALL

RECEIVED
FOR FILING

D
7/31/52

May 28, 1952

Mr. H. V. Leffel, President
La Grande City Commission
La Grande, Oregon

Dear Sir:

The Highway Commission has considered your letter of May 24 having reference to the traffic survey report of the city of La Grande and has taken the following action:

The Highway Commission is willing to proceed with Plan No. 5, consisting of the installation of traffic-control signals on Adams Avenue at the intersections of 4th and Adams, Depot and Adams, First and Adams, Greenwood and Adams, and Spruce and Adams, provided the City will advance one-half the cost and agree to maintain and furnish electrical energy for the signals after installation. The estimated cost of these signals is $23,000, which would make the City's advance deposit $11,500. The Commission will also agree to put in an additional signal at the intersection of Elm and Adams to better control pedestrian traffic, provided the City will advance one-half of this cost and agree to the maintenance and furnishing of electrical energy after the installation. The estimated cost of this signal is $4,600, of which the City's share would be $2,300. The addition of the signal at Elm would result in a total cost of $27,600, which would be $13,800 to the City.

Further, the Commission if requested by the City will make a survey and study of the truck-routing problem and will give consideration after the study is complete to the improvement of the truck route, but will not consider adding the truck route to the state highway system or assume maintenance thereon.

The Highway Commission is willing to proceed immediately with the traffic signals as outlined above, upon request of the City of La Grande and its passing the necessary parallel-parking ordinance for Adams Avenue and the deposit of one-half the cost of the signals, but will not entertain any proposal that requires deviation from Plan No. 5 at this time.

Very truly yours,

Secretary
Oregon State Highway Commission

City of La Grande, Oregon

OFFICE OF THE CITY MANAGER, E. H. FORD

ON THE OLD OREGON TRAIL

A GOOD PLACE TO COME TO

May 24,1952

Oregon State Hiway Commission
Salem,Oregon

Gentlemen:

At a recent meeting of the La Grande City commission and the Planning Commission,Mr.F.A.Greulich was appointed to represent both bodies to present and outline their recommendations relative to the routing of traffic through La Grande,for your consideration.

Sincerely

President of City Commission

City of La Grande, Oregon
OFFICE OF THE CITY MANAGER, E. H. FORD
ON THE OLD OREGON TRAIL
A GOOD PLACE TO COME TO

May 24,1952

Oregon State Hiway Commission
Salem, Oregon

Gentlemen:

The La Grande City Commission respectfully submit the following recommendations relative to your proposals on routing traffic through La Grande,for your consideration.

First-

To accept proposal #5,and in addition the State take over and maintain the present truck route on Jefferson Street as part of hiway 30.The truck route to turn off Adams at Hemlock,making a rounding turn through Bobbie's Drive-in to Jefferson,thence West on Jefferson to hiway 30 West of the city.

Second-

To accept proposal #5, and in addition the State to take over and maintain the present truck route on Jefferson as part of hiway 30.The truck route to turn off Adams at Hemlock,making a rounding turn through Bobbie's Drive-in on to Jefferson,thence West on Jefferson to Third,thence South on Third to Adams.

Third-

To accept proposal #5, and in addition the State to take over and maintain the present truck route through the city as part of hiway 30.

Respectfully submitted,

La Grande City Commission

President

33-3305 Maupin-Cow Canyon-Shaniko 1952
Rock Production Project on The
#3782 Dalles-Calif. Highways.

R.H. Baldock

June 10th, 1953

33-8305

FINAL COST ANALYSIS

Maupin-Cow Canyon-Shaniko
Contract #3782

The Dalles-California & Sherman Highways
Prefix 33-8305

Rock Production
Barney B. Helser, Contractor
Lowell M. Stratton, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in SP	1,126.9	Cu. Yd.	$3.39	$3.35	$ 3,775.11	$ 3,820.19
½"-¼" " " " "	5,761.4	" "	3.39	3.35	19,300.69	19,531.15
¼"-#10 " " " "	3,393.0	" "	3.39	3.35	11,366.55	11,502.27
SP Haul Adjustment, Favor of State	375.6	Yd. Mi.		- 0.10	________	- 35.76
					$34,442.35	$34,817.85

Gross Revenue	$34,817.85
Total Cost	34,442.35
Net Profit	$ 375.50

Net Profit Equals 1.08% of Gross Revenue

NOTED
State Highway Engineer

Detail of Cost

Labor:		
Supervision	$ 1,250.00	
Labor	10,493.22	
Labor Insurance	681.10	
		$12,424.32
Equipment Rental & Misc. Supplies:		
Equipment Rental, Owned	$ 8,877.74	
" " , Hired Fully-operated	6,025.00	
Gas, Oil & Grease	2,470.80	
P.L. & P.D. Insurance	146.79	
P.U.C.	120.20	
Explosives & Drill Steel	1,455.49	
Freight & Cartage	515.47	
Small Tools & Misc. Supplies	430.00	
Bond	268.10	
Home Office & General Overhead	766.00	
Subcontracted SP at $0.10 per Cu. Yd.	1,028.13	
		22,103.72
Total Cost		$34,528.04

Maupin-Cow Canyon-Shaniko

Breakdown of Crushing Cost

	Quantity	Unit	Total Cost	Unit Cost
Strip Pit, Drill & Shoot	10,281.3	Cu. Yd.	$ 2,733.10	$0.266
Move In & Set Up	"	" "	3,430.40	0.333
Load & Haul to Crusher	"	" "	5,178.11	0.503
Crushing	"	" "	12,199.90	1.186
Haul to Stockpile	"	" "	9,906.99	0.963
Stockpile	"	" "	1,079.54	0.105
				$3.35

Remarks:

This was a "State Project" for crushing and stockpiling 10,281.3 cubic yards of crushed rock for maintenance. The contract was bid and awarded August 18th, 1952. Work started August 25th, 1952, and was completed January 3rd, 1953.

The contractor used the rock quarry designated by the State located on the easterly side of and adjacent to the The Dalles-California Highway at M.P. 56.1.

The contractor moved in one D-4 cat and dozer, one 210 compressor and a wagon drill on August 25th, 1952, to strip the quarry and start drilling. Drilling was completed and quarry shot October 3rd, 1952.

The contractor started moving in his crushing plant October 20th, and by November 15th, was ready to start crushing when a high wind blew down one of the conveyors, causing considerable damage to it. On November 19th, crushing started in full swing with one shift, and on December 6th, two 8-hour shifts were started.

The weather caused several delays in crushing operations, also numerous breakdowns. The contractor hired six 6 cu. yd. trucks to use on the long haul and used three 6 cu. yd. trucks of his own on the short haul. Stockpiling was subcontracted for $0.10 per cu. yd. The crushing plant consisted of a 15 x 36 jaw, two 36" cones, triple-deck screens, a 45 cu. yd. 3-compartment steel bunker and conveyors and motors as required to operate the plant. The contractor used a ½ cu. yd. shovel and two 4-yard trucks to load and haul to crusher.

This was a good quarry, the rock breaking small, resulting in good production when the crushing plant was in operation, which offset a loss to the contractor due to equipment repairs, down time and the cost of hired equipment. The 10,281.3 cu. yds. were produced in 322 hours crushing time, for an average of 31.93 cu. yds. per hour.

E. H. Clymer
Chief Cost Analyst

By . . C. E. Layton

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 30, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3782	4-final	BARNEY B. HELSER	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
7394	R-65190	$ 1,060.43	4/30/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Nov. 30, 1952

Time Extensions: to Jan. 31, 1953

Completion Date: Jan. 3, 1953

Date Accepted: Feb. 17, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 5-1-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Floyd Query
acting Secty.

Warrant Mailed: MAY 4 1953
A. A. Wicklander

NOTED ON CARD

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APR 16 1953
FOR FILING

33-93[illegible]

3782

R

April 10, 1953

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3782 for rock production on the Maupin-Cow Canyon-Shaniko Section of The Dalles-California and Sherman Highways in Wasco County was completed by the contractor, Barney B. Helser, on January 3 and was formally accepted by the Highway Commission on February 17, 1953.

Final payment in the amount of $1,060.43 will be released to the contractor on or after April 20, 1953. The total contract amount is $34,817.85, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on the above project. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc:

NOTED ON CARD

4-15-[illegible]

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33-8315

3782

January 27, 1953

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Barney B. Helser in connection with contract No. 3782, for rock production on the Maupin-Cow Canyon-Shaniko Section of The Dalles-California and Sherman Highways in Wasco County.

This payment, in the amount of $1,696.50, will be released to the contractor on or after February 6, 1953. The retained percentage is $1,044.04.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
1-27-53

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 17, 1953

Section MAUPIN-COW CANYON-SHANIKO

Kind of work Rock Production

Highway The Dalles-California and Sherman

Section prefix 33-8305

Contractor Barney B. Helser

Contract number 3782

Date of contract August 18, 1952

Date of completion Nov. 30 ~~January 3~~, 1953

Date work started August 25, 1952

Estimated date of completion January 3, 1953

Amount of contract $37,290

Per cent of time elapsed 133 %

Estimated cost of completed project, exclusive of engineering $35,046.45

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $2895, 8.3 %

Date project was completed January 3, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate and supporting data turned over to the Division Office Wednesday, January 14, 1953. Final Report.

NOTED
H. G. SMITH

RECEIVED
JAN 19 1953
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed Lowell M. Stratton

Address Madras, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			10,276.1		
Estimated quantities moved or placed to date			10,276.1		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Rain		
Tuesday	Rain		
Wednesday	Fair		
Thursday	Fair		
Friday	Partly Cloudy		
Saturday			

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3782

January 13, 1953

Mr. Barney B. Helser
Union
Oregon

Dear Sir:

The State Highway Commission, at its meeting held on January 6, 1953, had under discussion your request for an extension of time of 62 days, from November 30, 1952 to January 31, 1953, within which to complete your contract No. 3782 for rock production on the Maupin-Cow Canyon-Shaniko Section of the The Dalles-California and Sherman Highways in Wasco County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler,
Division Engineer

Lowell Stratton,
Resident Engineer

H. G. Smith,
Construction Engineer

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FOR FILING

32- [illegible]

January 13, 1953

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised the State Highway Commission will release to Barney B. Helser a portion of the funds heretofore retained by the Commission in connection with contract No. 3782, for rock production on the Maupin-Cow Canyon-Shaniko Section of The Dalles-California and Sherman Highways, Wasco County.

This payment, in the amount of $21,992.62, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $991.58. The present payment will be released to the contractor on or after January 23, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

1-13-53

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DEC 16 1952
FOR FILING

December 16, 1952

Request for extension of time
No. 2
January 6 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Barney B. Helser for an extension of time on Contract No. 3782, Maupin-Cow Canyon-Shaniko Rock Production Project from November 30, 1952 to January 31, 1953.

This contractor had several rock production projects with the Highway Commission during the summer season and several of these were increased in quantity delaying him in the completion of these projects. These delays tended to prevent the contractor from starting on this project as soon as normally would be anticipated.

The rock produced on this contract is for 1953 use and there is therefore no loss due to the overrun. I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

[illegible] W. G. Smith

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NOV 19 1952
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November 18, 1952

Standard Oil Company of California
P. O. Box 950
Portland 7, Oragon

Attention Mr. E. A. Hrdlicka
District Credit Manager

Gentlemen:

Reply is made to your letter of November 14 concerning two highway contracts awarded to Mr. Barney B. Helser, one being Contract No. 3709 and the other No. 3782.

Mr. Helser appears as prime contractor on both of these jobs. Contract No. 3709 is described as the Wasco-Grass Valley Rock Production Project on the Sherman Highway in Sherman County, Oregon. The contract was awarded on May 8, 1952 and was supposed to have been completed on October 31, 1952. The Great American Indemnity Company, Wells-Reed Insurance Company, Agents, appear as surety on the bond in connection with the job.

Contract No. 3782 is described as the Maupin-Cow Canyon-Shaniko Rock Production Project on The Dalles-California and Sherman Highways. This contract was awarded on August 18, 1952 and is supposed to be completed by November 30, 1952. The Great American Indemnity Company appears as surety on the bond furnished in connection with this job.

As requested, I have completed the form of inquiry enclosed in your letter concerning Contract No. 3782 and return it to you herewith.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

STANDARD OIL COMPANY OF CALIFORNIA

MARKETING DEPARTMENT
E. V. BURNS
DISTRICT MANAGER
G. H. MOORE
C. G. WOOD
ASSISTANT DISTRICT MANAGERS
F. J. WAYMIRE
ASSISTANT TO THE DISTRICT MANAGER

OFFICE
10TH FLOOR PACIFIC BLDG.
520 S. W. YAMHILL STREET
P. O. BOX 950
TELEPHONE BEACON 4161

PORTLAND 7, OREGON

November 14, 1952

BARNEY B. HELSER
ROUTE 2, BOX 434-C
MOLALLA, OREGON

State Highway Commission
Salem
Oregon

Gentlemen:

There is some question in our mind as to the contracts awarded to Barney B. Helser in the Maupin-Wasco-Grass Valley area in Central Oregon.

We would very much appreciate your giving us the description of the following jobs apparently being permormed by Mr. Helser: #3709 and #3782.

It would also be helpful if you would complete the attached form for job #3782 and advise us whether or not Mr. Helser is the prime or subcontractor.

Very truly yours,

STANDARD OIL COMPANY OF CALIFORNIA

By E. A. Hedluvig
District Credit Manager

KWS:sjk
Attach.

→ [illegible] to fill in

#3709 – [illegible] Grass Valley, Rock Production Project
3782 – Maupin Cow Canyon – Shaniko Rock Production Project.

RECEIVED
NOV 18 1952
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

19

October 23, 1952

Mr. Barney B. Helser
Union
Oregon

Dear Sir:

We enclose herewith, for your files, a fully executed copy of contract No. 3782 which was awarded to you on August 18, 1952 by the State Highway Commission, for rock production on the Maupin-Cow Canyon-Shaniko Section of the The Dalles-California and Sherman Highways in Wasco County.

We are also sending an executed copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 10/23, gl

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FOR FILING

August 20, 1952

Barney B. Helser
Union, Oregon

Dear Mr. Helser:

The State Highway Commission on August 18, 1952 awarded to you State Highway Contract No. 3782 for the Maupin-Cow Canyon-Shaniko Rock Production Project on The Dalles-California and Sherman Highways between Maupin and Shaniko in Wasco County. This award was based on your bid of $37,290.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

81-1602 Beaverton (Watson Street-East [illegible]
St.) Sec. of Beaverton-Hillsdale
#3783 Highway in Beaverton.

8

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OREGON STATE HIGHWAY DEPARTMENT

(date) Dec. 15, 1952

(CONTRACT NO.) 34-1602	(EST. NO.)	(CONTRACTOR)
3783	3-final	Porter W. Yett

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
22972	R-55586	$ 559.13	12/15/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 15, 1952

Time Extensions: to Sep. 25, 1952 without penalty

Completion Date: Sep. 23, 1952

Date Accepted: Nov. 24, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-16-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible]
[illegible] Wichlander

NOTED ON CARD
12-17-52

RECEIVED
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FOR FILING

34-166

November 28, 1952

Continental Casualty Company
310 S. Michigan Ave.
Chicago 4, Illinois

Gentlemen:

State Highway contract No. 3783 for work performed on the Beaverton (Watson St.-East St.) Section of the Beaverton-Hillsdale Highway in Washington County was completed by the contractor Porter W. Yett on September 23, 1952 and was formally accepted by the Commission November 24, 1952.

Final payment in the amount of $559.13 will be released to the contractor on or after December 9, 1952. The total contract amount is $8,438.52, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Continental Casualty Co.
Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.,
Portland 4, Oregon

Acknowledged
RN

RECEIVED
NOV 14 1952
FOR FILING

34-160

R

November 12, 1952

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on October 20, 1952, had under discussion your request for an extention os time of 10 days, from September 15 to September 25, 1952, within which to complete your contract No. 3783 for paving on the Beaverton (Watson St.-East St.) Section of the Beaverton-Hillsdale Highway in Washington County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton,
Division Engineer

Willard Scofield,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD

RECEIVED
FOR FILING

[illegible]

[illegible]

October 24, 1952

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Porter W. Yett on contract No. 3783, for paving on the Beaverton (Watson St.-East St.) Section of the Beaverton-Hillsdale Highway in Washington County.

This payment, in the amount of $6,259.39, will be released to the contractor on or after November 3, 1952. The retained percentage is $500.00.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate,Westenfelder & Berg,Inc.
Wilcox Bldg.
Portland, Oregon

NOTED ON CARD

10-24-52 g

RECEIVED
OCT 23 1952
FOR FILING

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[illegible]
3783

October 15, 1952

Request for extension of time
No. 16
October 20 and 21 meeting

Oregon State Highway Commission

Gentlemen:

Forwarded is a request from Porter W. Yett for an extension of time on Contract No. 3783, Watson-East Streets Section, City of Beaverton, from September 15, 1952 to September 25, 1952.

The contractor was delayed approximately 10 days because of failure of the City of Beaverton in adjusting local utilities.

There was no inconvenience to the traveling public, nor additional expense to the State, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS lg

Form R-1

34-1600

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 27, 1952

Section Beaverton (Watson St.- East St.)

Kind of work Paving curbs

Highway Beaverton - Hillsdale

Section prefix

Contractor Porter W. Yett

Contract number 3783

Date of contract , 19

Date of completion , 19

Date work started August 26, 1952

~~Estimated~~ date of completion September 23, 1952

Amount of contract . . . . $ 9384

Per cent of time elapsed 100%

Estimated cost of completed project, exclusive of engineering . . . . $ 8800

Per cent of contract completed, based on total contract price 100%

Engineering cost to date $, %

Date project was completed September 23, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Asphaltic concrete leveling course was laid on Monday.

The top course was laid Tuesday morning. Since the pavement is not to be sealed, the project was considered completed on Tuesday September 23, 1952.

Gib Kennon was paving inspector on this job.

A three man survey party was on the job Monday afternoon marking "fills" to finish grade on the newly laid leveling course

NOTED
RAY WEBBER

RECEIVED
OCT 1 1952
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
[illegible]

NOTED
B. A. MARTIN

Signed Willard J. Scofield

Address Portland

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					0.19
Miles partially completed					
Miles completed					0.19
Total estimated quantities					650
Estimated quantities moved or placed to date					650
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					8
Average force on project for week					30

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men					13	2	
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons	15						15
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers X, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ... 15 Trucks - 1 Barber Green

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Clear		
Tuesday	Clear		
Wednesday	Clear		
Thursday	Clear		
Friday	Clear		
Saturday	Clear		

STATE PRINTING

RECEIVED
[illegible] 1952
FOR FILING

1-160

[illegible]

September 18, 1952

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3783, which was awarded to you on August 18, 1952 by the State Highway Commission, for paving on the Beaverton (Watson St.-East St.) Section of the Beaverton-Hillsdale Highway in Washington County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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SEP [illegible] 1952
FOR FILING

21-160

3783

September 18, 1952

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3783, which was awarded to you on August 18, 1952 by the State Highway Commission, for paving on the Beaverton (Watson St.-East St.) Section of the Beaverton-Hillsdale Highway in Washington County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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AUG 27 1952
FOR FILING

[illegible]

[illegible]

August 25, 1952

Spokane, Portland and Seattle
Railway Company
1101 N. W. Hoyt Street
Portland 7, Oregon

Gentlemen:

This is your authority to bill the State Highway Department for the actual cost of making a signal change at Broadway Street in Beaverton in connection with the Watson-East Street Project. The estimated cost is $1,107.70.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. A. G. Skelton
Mr. C. W. Dawson

HGS

lg

FORM E-90X 25M 4-52 90906

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
August 22nd, 1952

SUBJECT: Moving Railroad Signal in Beaverton

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

At the last commission meeting, the Watson-East Street project in Beaverton was awarded to Porter Yett. We have been advised by Mr. Yett that they propose to start immediately on this project and push it through to an early completion. In connection with this project, Mr. Young wrote you under date of June 27th, requesting that $1200.00 be set up in the project authorization to take care of the cost of moving the S.P. & S. Railroad signal, which is located near the east end of the project, and must be moved in order to complete the project.

I am forwarding herewith copy of a letter dated June 24, 1952 from Mr. C. F. Thomas, Chief Engineer for the S.P. & S., giving us their estimate on the cost of moving this railroad signal. Authorization for doing this work and billing the state are usually written by Mr. Williams, so we would appreciate having a letter of authorization sent to the S.P. & S. Company as soon as possible, so that this railroad signal may be moved in time to prevent delaying the project.

Yours very truly,

NOTED
W. C. WILLIAMS

A. G. Skelton

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: W. C. Williams ✓
W. J. Scofield

C
O
P
Y

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

1101 N. W. Hoyt Street

Portland 7, Oregon

June 24, 1952

Mr. A. G. Skelton
Division Engineer
Oregon State Highway Department
P. O. Box 4699
Portland 2, Oregon

Attention Mr. F. T. Young
Asst. Division Engineer

Dear Sir:

In response to your letter of June 3d I am enclosing a detailed estimate covering the cost of making a signal change at Broadway Street, Beaverton. This, of course, is not exactly a firm bid but is our opinion as to what the work would amount to. Actually it might amount to a little more or a little less than the estimate.

Very truly yours,

C. F. Thomas (Sgd.)

C. F. Thomas

Chief Engineer

CFT-p

C O P Y

ESTIMATE FOR MOVING CROSSING SIGNAL AT BROADWAY STREET, BEAVERTON

Material

Cantilever signal mast and bracket	$120.00	
Foundation	60.00	
Wire and cable	40.00	
Pole line material	75.00	
Miscellaneous	25.00	
		$320.00
Store expense 10%		32.00
Total material		$352.00

Labor

Relocating signal	$360.00	
Pole line work	150.00	
Miscellaneous	120.00	
		$630.00
Vacation allowance 3%		18.90
R.R. Retirement and Unemployment Tax 6-3/4%		43.80
Supervision		63.00
Total labor		$755.70
		352.00
Total cost of project		$1,107.70

D. I. Clough
6-18-52

RECEIVED
AUG 21 1952
FOR FILING

August 20, 1952

Mr. Porter W. Yett
6500 N. E. Ainsworth Avenue
Portland 13, Oregon

Dear Mr. Yett:

The State Highway Commission on August 18, 1952 awarded to you State Highway Contract No. 3783 for grade widening and pavement resurfacing on the Beaverton (Water Street-East Street) Section of the Beaverton-Hillsdale Highway in Beaverton, Washington County. This award was based on your bid of $9,394.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract formsk which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
W. M. Kranzwa, SIAC

RECEIVED
FOR FILING

2783

MISC. CONTRACTS and AGREEMENTS No. 406

ENDA

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Orego
August 14, 1952

SUBJECT: Assignment No. 3615

3615

To: Mr. W. C. Williams
OFFICE

BY SECRETARY
to file

REFERRED TO
Glaisyer
By Asst. Chief Engineer

Herewith three copies of an agreement covering the cooperative construction project on Broadway Street (Beaverton-Hillsdale State Highway) in the City of Beaverton. Two copies of this agreement have been signed by the proper city officials and are now ready for presentation to the Highway Commission. This completes Assignment 3615.

John W. Cattrall
Engineer, County and City Relations

By Robert H. Prange
Robert H. Prange
Office Engineer

RHP:MM
Att.

RECEIVED

2 copies to be signed

AUTHORIZED BY HIGHWAY COMMISSION
DATE Feb. 1, 1952 Minute page 59

A

ASSIGNMENT

Date: August 13, 1952

No. 3615
By wcw

Description: Letter of August 12 by Tom Reeder enclosing original and five copies of proposed agreement between State and City of Beaverton with respect to cooperative construction project on Broadway Street (Beaverton-Hillsdale State Highway)

Acknowledged by _____ Referred to Cattrall

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ________ signature

PLEASE RETURN TO W. C. WILLIAMS

Assignment executed 8-15-52 me Report received ________

Remarks: For City execution.
WCW

MISC. CONTRACTS and
AGREEMENTS No. 1406

FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 12, 1952

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir:

Herewith you will find the original and five copies of the proposed agreement by and between the State and the City of Beaverton with respect to a cooperative construction project on Broadway Street (the Beaverton-Hillsdale State Highway) which is located within the city limits of Beaverton.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Thomas J Reeder
Thomas J. Reeder

TJR:pj

Enclosures - 6

RECEIVED
AUG 14 1952
ENGINEER
[illegible]

RECEIVED
MAR 26 1952
FOR FILING

3.0C 3

AGENDA ITEM 3-p
January 31, 1952

5-p

February 15, 1952

Hon. A. H. Rossi, Mayor
City of Beaverton
Beaverton, Oregon

Dear Sir:

The Highway Commission at its meeting January 31 considered the City of Beaverton's request for State cooperation in the improvement of Broadway Street between West Street and East Street.

In considering this matter the Commission had the benefit of a report as submitted by the Engineer, which in brief outlined that the project requested would cost a total of about $12,000 and that the State's share of this amount would be about $8,500 for the construction of new curbs and paving. The Commission approved cooperation as outlined up to this amount, and more complete details of the arrangement will be found in the contents of an agreement which is being prepared and will be submitted to you for your approval as soon as preparation is completed.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md 2/14

RECEIVED
JAN 1952
FOR FILING

January 29, 1952

Oregon State Highway Commission

Gentlemen:

A delegation from the City of Beaverton will appear before you at the coming Commission meeting to request the improvement of Broadway Street within Beaverton. Broadway Street is the route of the Beaverton-Hillsdale Highway through Beaverton.

The City offers a cooperative project for the installation of a storm sewer and widening the pavement to a minimum of 38.5 feet between West Street and East Street. The estimated total cost of the project is $12,000, and the City proposed that it would install the storm sewer, remove existing curbs, and grade and gravel the widened portion, which is estimated to cost $3,500. It requested that the State construct new curbs and perform the pavement work necessary to widen the street, and this is estimated to cost $8,500.

Some two years ago the State widened Broadway in the southerly part of Beaverton but did not widen through the main business district, a distance of about three blocks, the City widening at its expense between Short Street and West Street. The street is currently very narrow and badly congested, and some relief is desirable.

I recommend that we cooperate with the City of Beaverton in the proposed widening, on the basis of $8,500 State and $3,500 City. The Secretary will have a map which illustrates the location of the work.

This matter will be on the agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. W. C. Williams
Mr. C. H. Maison
Mr. H. G. Smith

FORM E-30 25M 6-51 48713

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 22nd, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

Dear Sir:

In regard to Assignment #3063, request of the City of Beaverton for cooperation on the repaving of Broadway, I attach map and reports by Skelton and Johnston, as well as detailed estimates of cost for the State's share of $8,370 and the City's share of $3,526.

The width of the street will be 40 feet in most places, although on the west side of Hall Street it is only 38.5 feet between curbs.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-30X 25M 3-51 47199

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
January 17th, 1952

SUBJECT: [illegible]

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Reference is made to your recent request that we give you an estimate and details of the project on the Hillsdale-Beaverton Highway on Broadway Street in Beaverton. This proposed project would start on the west line of Watson Street, and would go to where the Hillsdale-Beaverton Highway turns off of Broadway just east of East Street in Beaverton. The city has already, at their own expense, widened the north side of Broadway between Short Street and West Street, and have paved this widened portion. They propose to widen the north side of Broadway between West Street and East Street, as we have indicated on the enclosed plan. They will remove the curb, grade and gravel the widened portion, cutting the sidewalk back to the new curb line. They will also install a storm sewer on the north side of Broadway through this section, and will install necessary catch basins.

I am enclosing herewith copy of Lowell Johnston's letter report and estimate on this work. This includes the construction of curbs on the north side of Broadway, the widening of a block between Hall and East Street on the south side of Broadway, including the removal of existing curbs and new curb construction, and the repaving from Watson Street to the east end of the project. You will note that our estimate for this work is $8,370.00, and our estimate of the work that will be done by the City of Beaverton at their expense amounts to approximately $3500.00.

It is my understanding that the city also proposes to bring up with the Commission the improvement of the old route of the Tualatin Valley Highway, which is an eastward continuation of Broadway from its junction with the Hillsdale-Beaverton Highway just east of the Oregon Electric grade crossing. This road was abandoned by the state to the county, and is now a city street to the east city limits and a county road from there on to where it joins the Tualatin Valley Highway. I believe the city is going to request the improvement of this section within the city limits as a State Tax Road Fund project.

Yours very truly,

A. G. SKELTON
Division Engineer

AGSAAGS:w
Encl.
cc: J. W. Cattrall
L. A. Johnston

FORM E-30X 25M 3-51 47199

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
January 17th, 1952

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Reference is made to your recent request that we give you an estimate and details of the project on the Hillsdale-Beaverton Highway on Broadway Street in Beaverton. This proposed project would start on the west line of Watson Street, and would go to where the Hillsdale-Beaverton Highway turns off of Broadway just east of East Street in Beaverton. The city has already, at their own expense, widened the north side of Broadway between Short Street and West Street, and have paved this widened portion. They propose to widen the north side of Broadway between West Street and East Street, as we have indicated on the enclosed plan. They will remove the curb, grade and gravel the widened portion, cutting the sidewalk back to the new curb line. They will also install a storm sewer on the north side of Broadway through this section, and will install necessary catch basins.

I am enclosing herewith copy of Lowell Johnston's letter report and estimate on this work. This includes the construction of curbs on the north side of Broadway, the widening of a block between Hall and East Street on the south side of Broadway, including the removal of existing curbs and new curb construction, and the repaving from Watson Street to the east end of the project. You will note that our estimate for this work is $8,370.00, and our estimate of the work that will be done by the City of Beaverton at their expense amounts to approximately $3500.00.

It is my understanding that the city also proposes to bring up with the Commission the improvement of the old route of the Tualatin Valley Highway, which is an eastward continuation of Broadway from its junction with the Hillsdale-Beavetton Highway just east of the Oregon Electric grade crossing. This road was abandoned by the state to the county, and is now a city street to the east city limits and a county road from there on to where it joins the Tualatin Valley Highway. I believe the city is going to request the improvement of this section within the city limits as a State Tax Road Fund project.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:AGS:w
Encl.
cc: J. W. Cattrall
L. A. Johnstn

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Box 4699
Portland , Ore.
Jan. 17,1952

NOTED
H.G. SMITH

SUBJECT: Broadway Street Widening,
City of Beaverton

To: Mr. A.G. Skelton
Division Engineer
Oregon State Highway Department
Portland, Ore.

Dear Sir:

Herewith find three copies of estimate of cost for widening Broadway Street, in the City of Beaverton. The west end of the project is at the west line of Watson Street, which point is the east end of paving done by the Highway Department a year or so ago, and the east end of the project is at the junction of Broadway and the Hillsdale - Beaverton Highway in Beaverton. Also enclosed herewith is an estimate of cost to be done by the City of Beaverton in conjunction with the work to be done by the Highway Department if the Highway Commission approves the project. A print, 1" - 50', showing the proposed improvement is also being enclosed. The cost of work that would be done by the Highway Department would be $ 8,370 and the amount of work to be done by the City of Beaverton would be $ 3,526 and which latter figure includes $ 500 for right of way.

I went over the project with the Mayor, Mr. Rossi, the Acting City Engineer, Mr. Shaffer, and the City Street Superintendent, Mr. Malsey, so I believe that the cost estimate covers the work that the City of Beaverton will request the Highway Commission to do.

Very truly yours,

Lowell A. Johnston
Resident Engineer

Form [illegible]

7

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

BROADWAY STREET-BEAVERTON
Washington County
Engr's. Estimate
L. A. Johnston, Res. Engr.

West line of Watson Street to junction of Broadway and Hillsdale - Beaverton Highway.

January 16, 1952

Item	Unit	Quantity	Allowance	Total	Price	Amount
1. Curb Removal	Lin. Ft.	188	12	200	0.50	100.00
2. Pavement Removal	Sq. Yd.	17	3	20	1.00	20.00
3. Walk Removal	Sq. Yd.	80	10	90	1.00	90.00
4. Remove Catch Basin	Each	1	—	1	25.00	25.00
5. Structural Excavation	Cu. Yd.	15	2	17	5.00	85.00
6. General Excavation	Cu. Yd.	52	8	60	1.00	60.00
7. Adjust Manhole	Each	1	—	1	50.00	50.00
8. 8" Sewer Pipe	Lin. Ft.	36	4	40	2.00	80.00
9. Construct Catch Basin	Each	1	—	1	75.00	75.00
10. Type "C" Curb	Cu. Yd.	28	3	31	50.00	1,550.00
11. 4" Walk	Sq. Yd.	78	7	85	3.50	298.00
12. Concrete Driveway	Sq. Yd.	63	7	70	4.00	280.00
13. Base Material	Cu. Yd.	18	2	20	2.75	55.00
14. Leveling Course	Cu. Yd.	6	1	7	3.30	23.00
15. Class "B" Asph. Concrete	Ton	550	50	600	7.00	4,200.00
16. RS-1 Emuls. Asphaltic Seal	Ton	5	1	6	50.00	300.00
17. Aggregate in Seal Coat	Cu. Yd.	27	3	30	5.00	150.00
						$7,441.00
Plus 12-1/2% Engineering and Contingencies						929.00
				Total		$8,370.00

Form [illegible]

7

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

BROADWAY ST.-BEAVERTON
WASHINGTON COUNTY
ESTIMATE OF COST OF WORK TO BE DONE BY CITY OF BEAVERTON
WEST LINE OF WATSON ST. TO JCT. OF BROADWAY & HILLSDALE-BEAVERTON HIGHWAY

	Item	Unit	Quantity	Allowance	Total	Price	Amount
1.	Curb Removal	Lin. Ft.	469	31	500	0.50	$ 250.00
2.	Walk Removal	Sq. Yd.	150	15	165	1.00	165.00
3.	Trench Excavation	Cu. Yd.	126	14	140	2.50	350.00
4.	10" Sewer Pipe	Lin. Ft.	270	30	300	2.50	750.00
5.	12" Sewer Pipe	Lin. Ft.	185	15	200	3.25	650.00
6.	Catch Basins	Each	--2	—	2	75.00	150.00
7.	4" Sidewalk	Sq. Yd.	92	8	100	3.50	350.00
8.	General Excavation	Cu. Yd.	140	10	150	1.00	150.00
9.	Base Material	Cu. Yd.	50	5	55	2.75	151.00
10.	Leveling Course	Cu. Yd.	16	2	18	3.30	60.00
							$3,026.00
	Additional Right of Way Needed						500.00
				Total			$3,526.00

7

RECEIVED
MAR 26 1952
FOR FILING

134-16-[illegible]
32[illegible]

January 8, 1952

1-29

Hon. A. H. Rossi, Mayor
City of Beaverton
Beaverton, Oregon

Dear Mr. Rossi:

Mr. John R. Cattrell, Engineer, County and City Relations, has referred to me your letter of January 4, 1952, in which you state that the City Council wishes to meet with the State Highway Commission at its next meeting to discuss the paving of Broadway within the city limits of Beaverton.

The Highway Commission will be pleased to grant the Council a hearing on this subject. Its next regular meeting is scheduled to be held in Portland, of Friday, February 1, 1952. I am reserving for your convenience on that day fifteen minutes of time starting at 11:30 a.m., which, I trust, is satisfactory. The Commission holds its meetings in the Green Room on the first floor of the Imperial Hotel, Broadway and Stark Streets.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Commissioners
R. H. Baldock
John W. Cattrell

HBG

7

CITY OF BEAVERTON

TELEPHONE 3552
BEAVERTON, OREGON

January 4, 1952

AGENDA
Feb 1 1952

State Highway Commission,
Salem, Oregon.

Attention: Mr. John W. Cattrall, Engineer,
County and City Relations.

Dear Mr. Cattrall:

At our last City Council meeting the Council authorized this office to write you in regard to your next meeting with the Highway Commission. The City Council wish to attend the meeting in regard to the paving of Broadway within the City of Beaverton.

Please notify the City Hall at your earliest convenience as to the next State Highway Commission meeting.

Very truly yours,

CITY OF BEAVERTON

By A. H. Rossi
A. H. Rossi,
Mayor.

M/M

11:30 AM
Feb 1, 52

RECEIVED
JAN 5 [illegible]
ENGINEER
[illegible]

MAP

D

Date: January 10, 1952 ASSIGNMENT

No. 3063
By wcw

Description: Copy of letter of January 4 from City of Beaverton and copy of Mr. Glaisyer's reply of January 8 regarding City Council's desire to meet with Commission re paving of Broadway in Beaverton

Acknowledged by _ _ _ _ _ Referred to _ _ _Smith ✓_ _ _ _ _ _ _ _ _

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 1-23-52 Report received _ _ _ _ _ _ _ _

Remarks: Please have Skelton find out what City has in mind—advise estimate of cost and recommendation of priority. WCW

CITY OF BEAVERTON

Beaverton, Oregon

January 4, 1952

State Highway Commission,
Salem, Oregon.
Attention: Mr. John W. Cattrall, Engineer,
County and City Relations.

Dear Mr. Cattrall:

At our last City Council meeting the Council authorized this office to write you in regard to your next meeting with the Highway Commission. The City Council wish to attend the meeting in regard to the paving of Broadway within the City of Beaverton.

Please notify the City Hall at your earliest convenience as to the next State Highway Commission meeting.

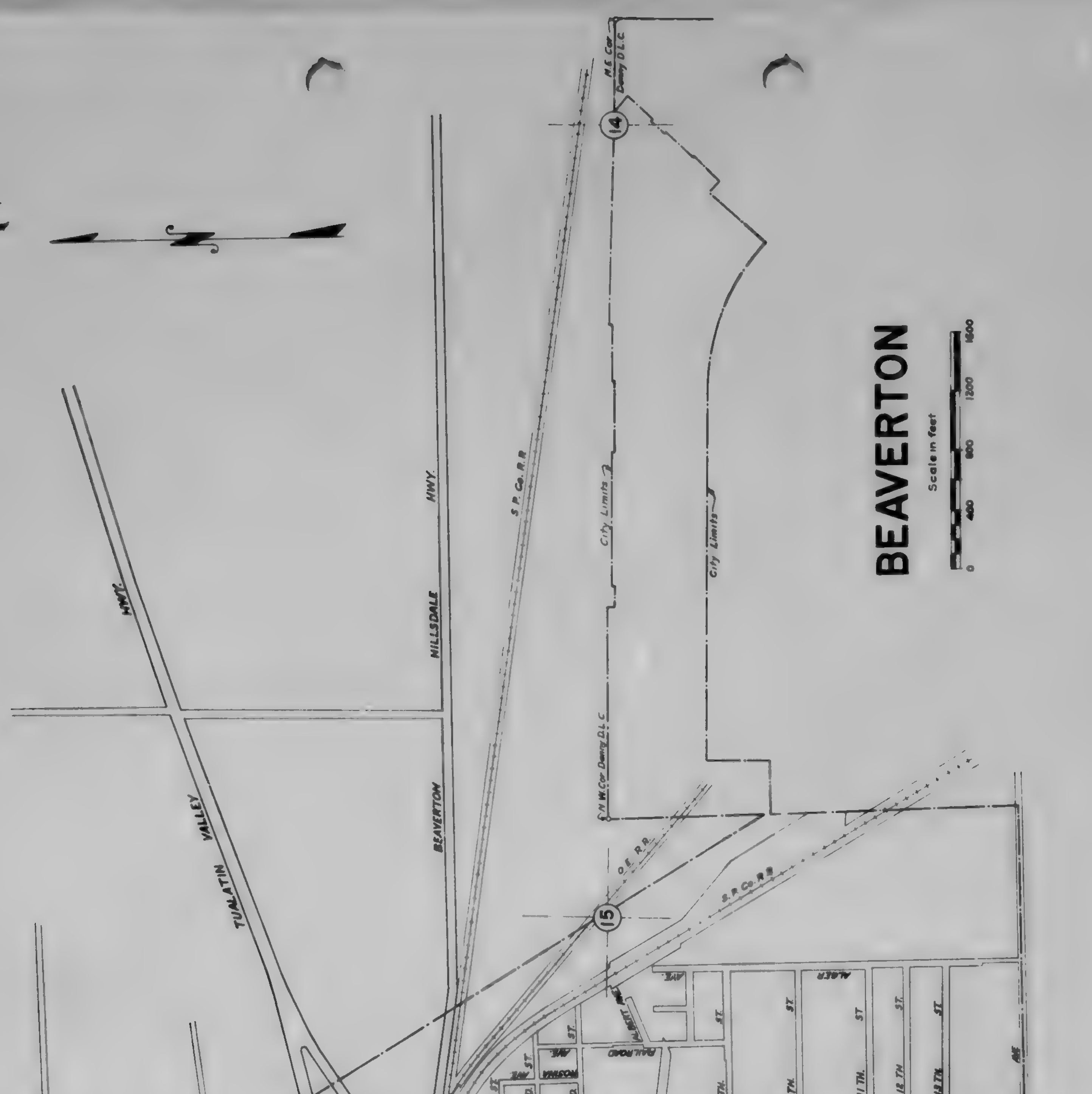
Very truly yours,

CITY OF BEAVERTON

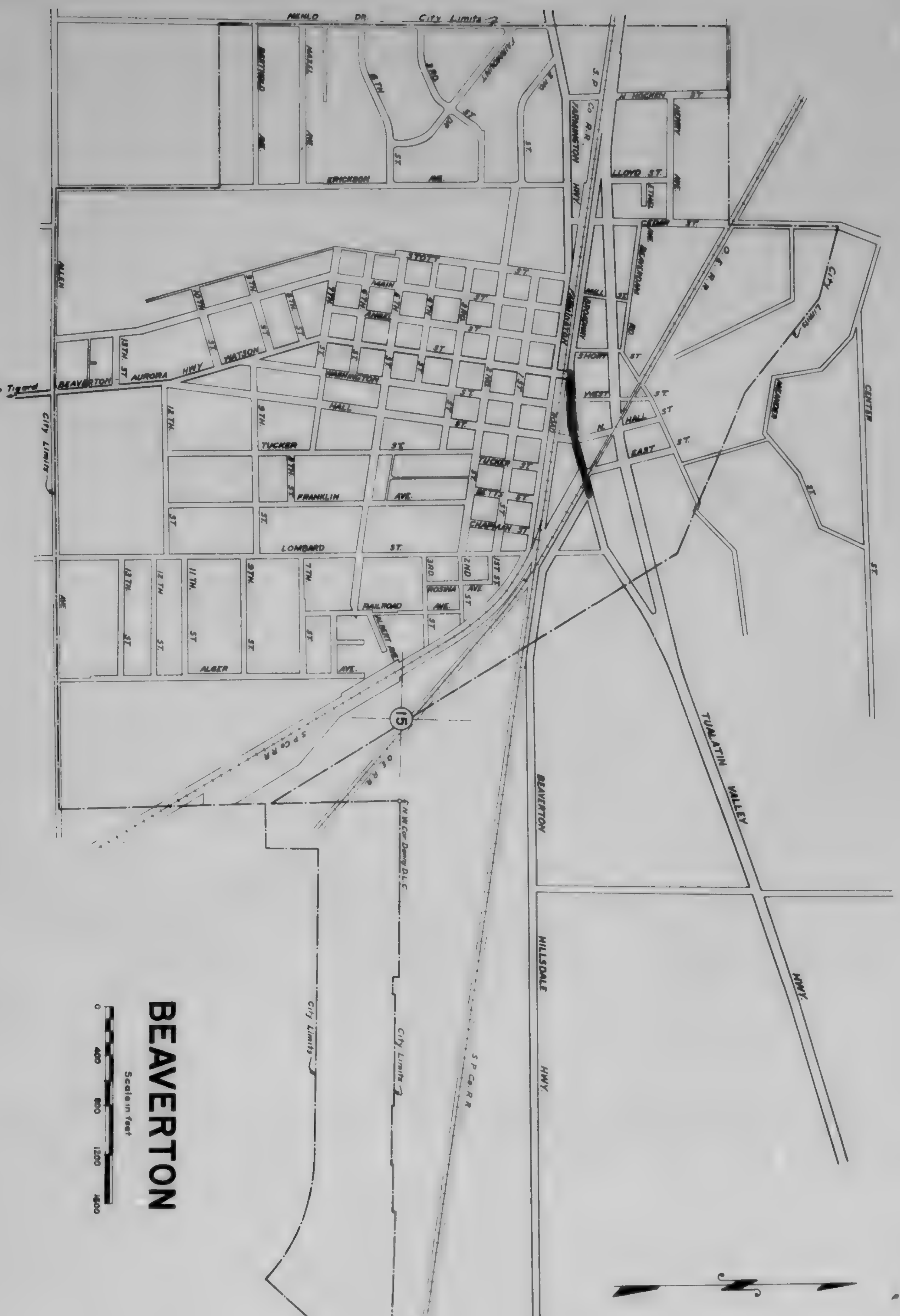
By /s/ A. H. Rossi
A. H. Rossi,
Mayor.

M/M

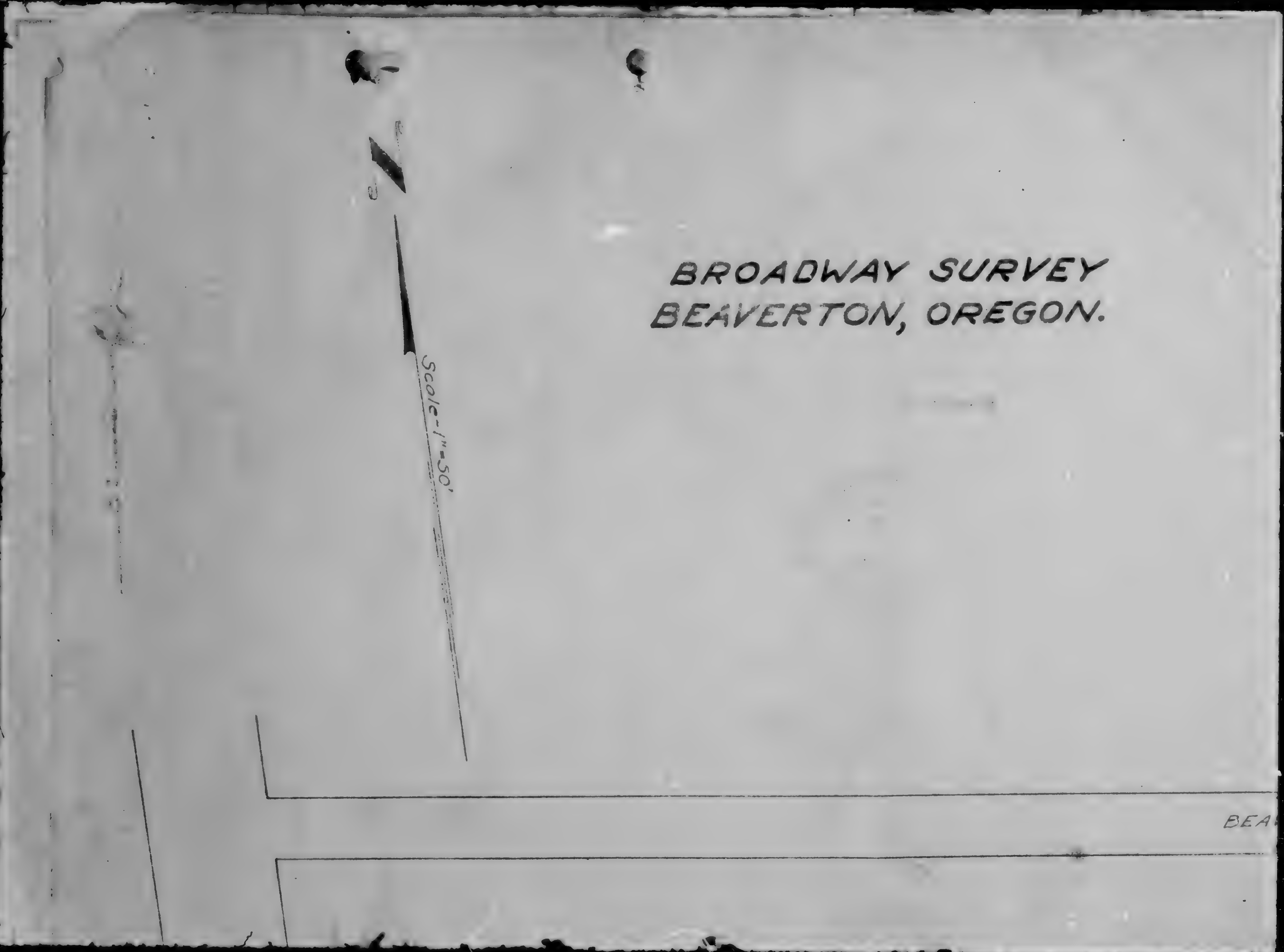
COPY

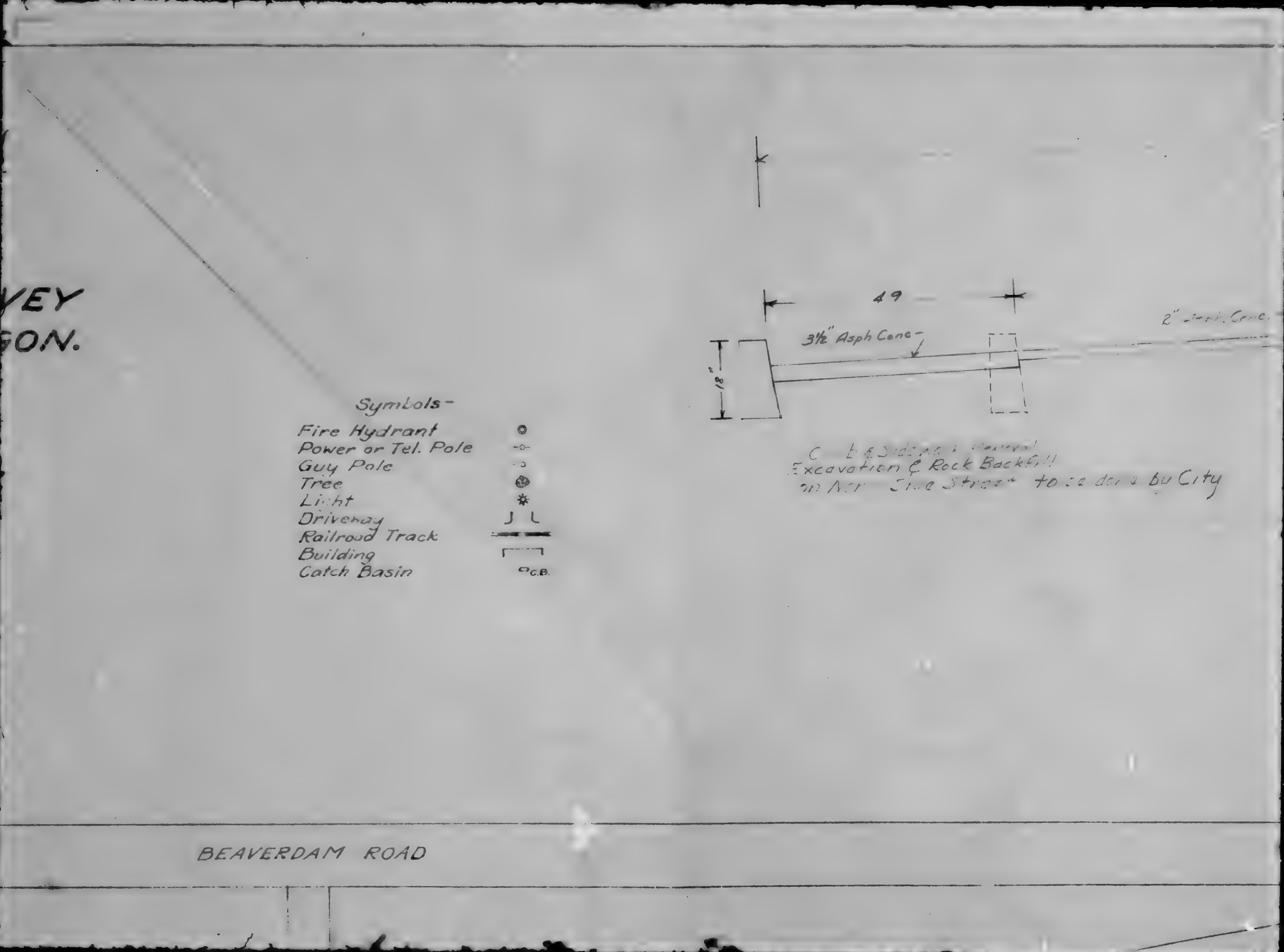

BEAVERTON
Scale in feet
0
400
800
1200
1600
N.E. Cor. Denny D.L.C.
14
15
N.W. Cor. Denny D.L.C.
City Limits
S.P. Co R.R.
O.E. R.R.
BEAVERTON HILLSDALE HWY.
TUALATIN VALLEY HWY.
CENTER ST
FARMINGTON HWY
FARMINGTON ROAD
LOMBARD ST
FRANKLIN AVE
TUCKER
HALL
WASHINGTON
WATSON AVE
AURORA
BROADWAY
CHAPMAN ST
RAILROAD
ALGER AVE
ERICKSON
HAZEL
FAIRMOUNT
MENLO
HENRY AVE
LLOYD ST
EAST ST
To Tigard

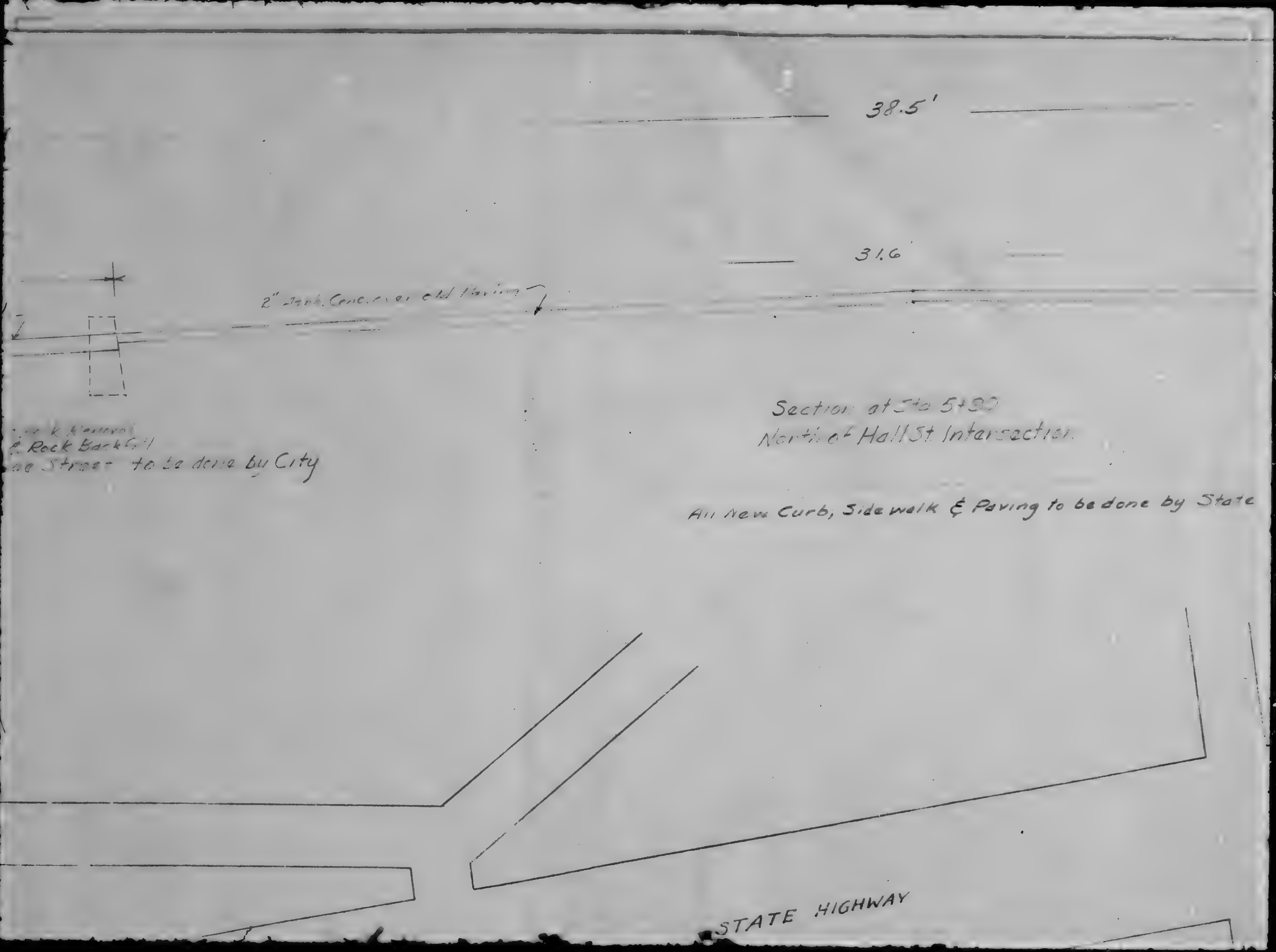
Rev 6-27-50
9-7-49

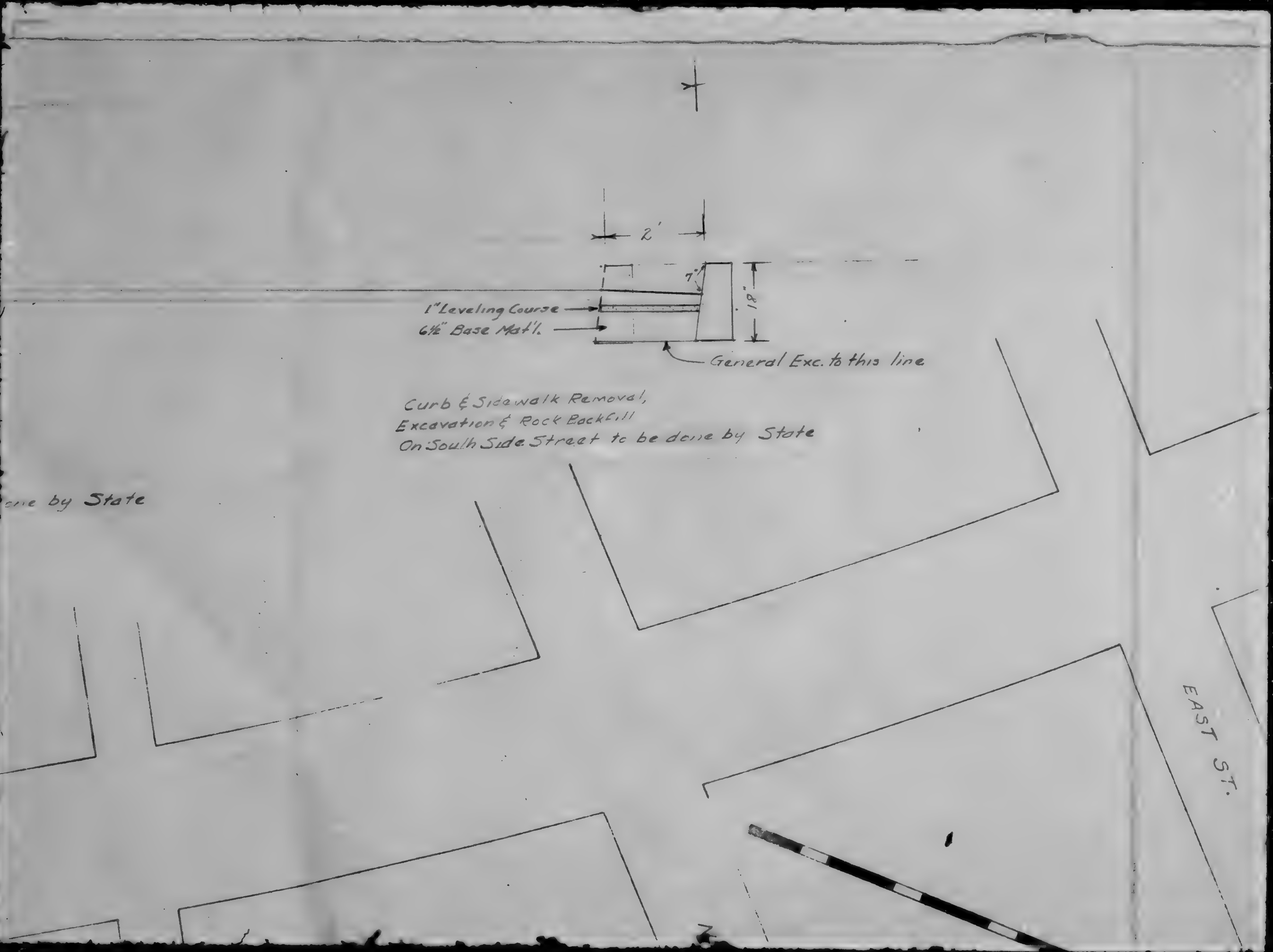

BEAVERTON
Scale in feet
0
400
800
1200
1600
MENLO DR.
City Limits
FAIRMOUNT
3RD.
6TH
HAZEL
ERICKSON AVE.
N HOCKEN ST.
LLOYD ST.
ETHEL
CEDAR ST.
S.P. Co. R.R.
FARMINGTON HWY.
ALLEN
SCOTT
MAIN ST.
BROADWAY
HALL ST.
BEAVERTON AURORA HWY
WATSON ST.
To Tigard
13TH. ST
10TH
WASHINGTON
HALL
TUCKER ST.
FRANKLIN AVE.
BETTS ST.
CHAPMAN ST.
LOMBARD ST.
ROSINA AVE.
RAILROAD AVE.
ALGER AVE.
SHOPP ST.
WEST ST.
N. HALL ST.
EAST ST.
O.E.R.R.
CENTER ST.
MENLOR
City Limits
S.P. Co. R.R.
15
14
N.W. Cor. Denny D.L.C.
N.E. Cor. Denny D.L.C.
BEAVERTON HILLSDALE HWY.
TUALATIN VALLEY HWY.

Rev 6-27-50
9-1-49

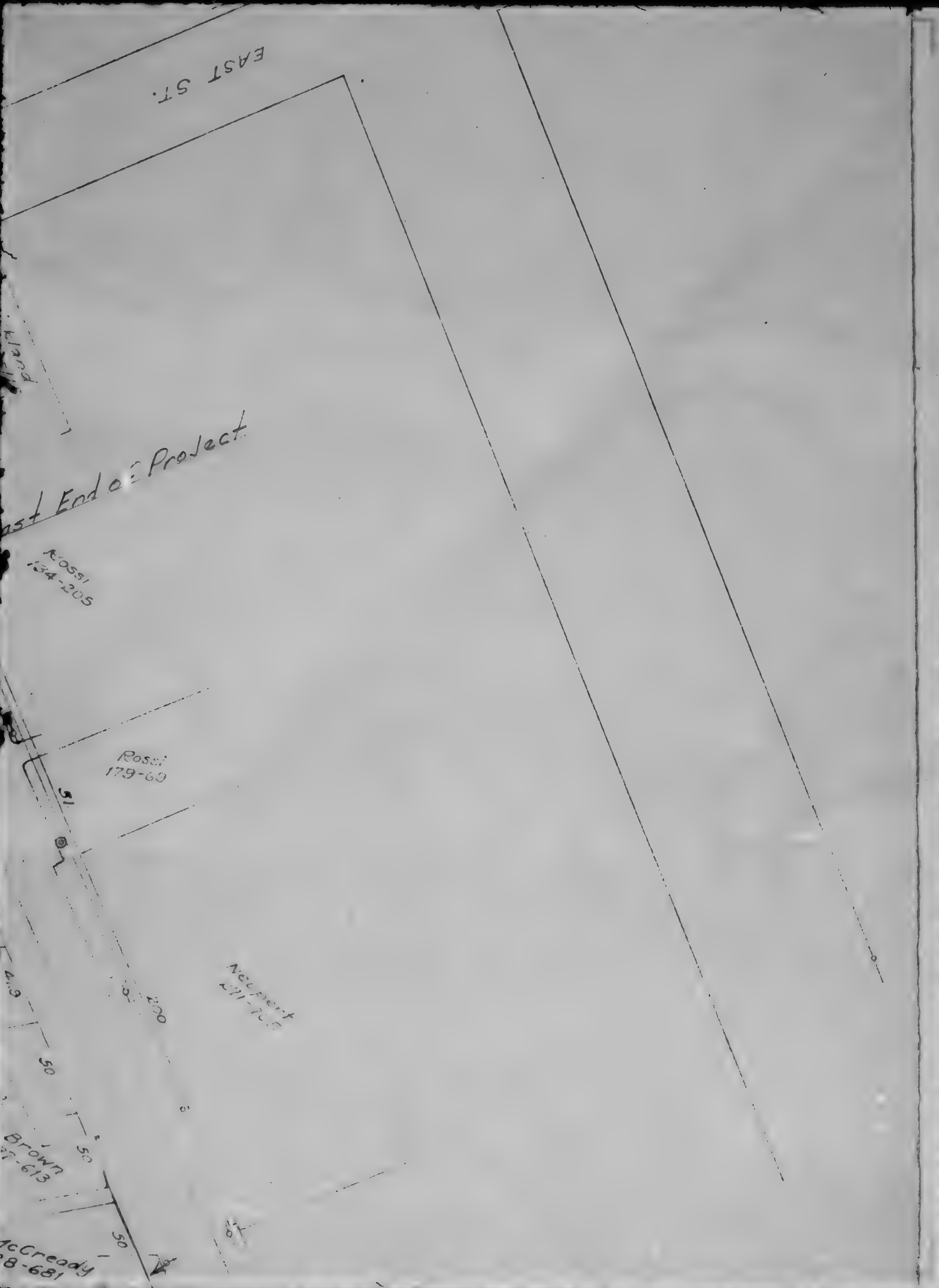

BROADWAY SURVEY
BEAVERTON, OREGON.
Scale-1"=50'
BEA

YEY
GON.
Symbols-
Fire Hydrant
Power or Tel. Pole
Guy Pole
Tree
Light
Driveway
Railroad Track
Building
Catch Basin
C.B.
49
18"
3½" Asph Conc-
2" Asph. Conc.
Curb & Sidewalk Removal
Excavation & Rock Backfill
on North Side Street to be done by City
BEAVERDAM ROAD


38.5'
31.6'
2" Asph. Conc. over old Paving
k Removal
& Rock Backfill
ne Street to be done by City
Section at Sta 5+90
North of Hall St Intersection
All New Curb, Sidewalk & Paving to be done by State
STATE HIGHWAY


2'
7"
18"
1" Leveling Course
6½" Base Mat'l.
General Exc. to this line
ne by State
EAST ST.

Curb & Sidewalk Removal,
Excavation & Rock Backfill
On South Side Street to be done by State


EAST ST.
kland
ast End of Project
Rossi
134-205
Rossi
179-69
51
Neupert
271-70
200
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50
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Brown
-613
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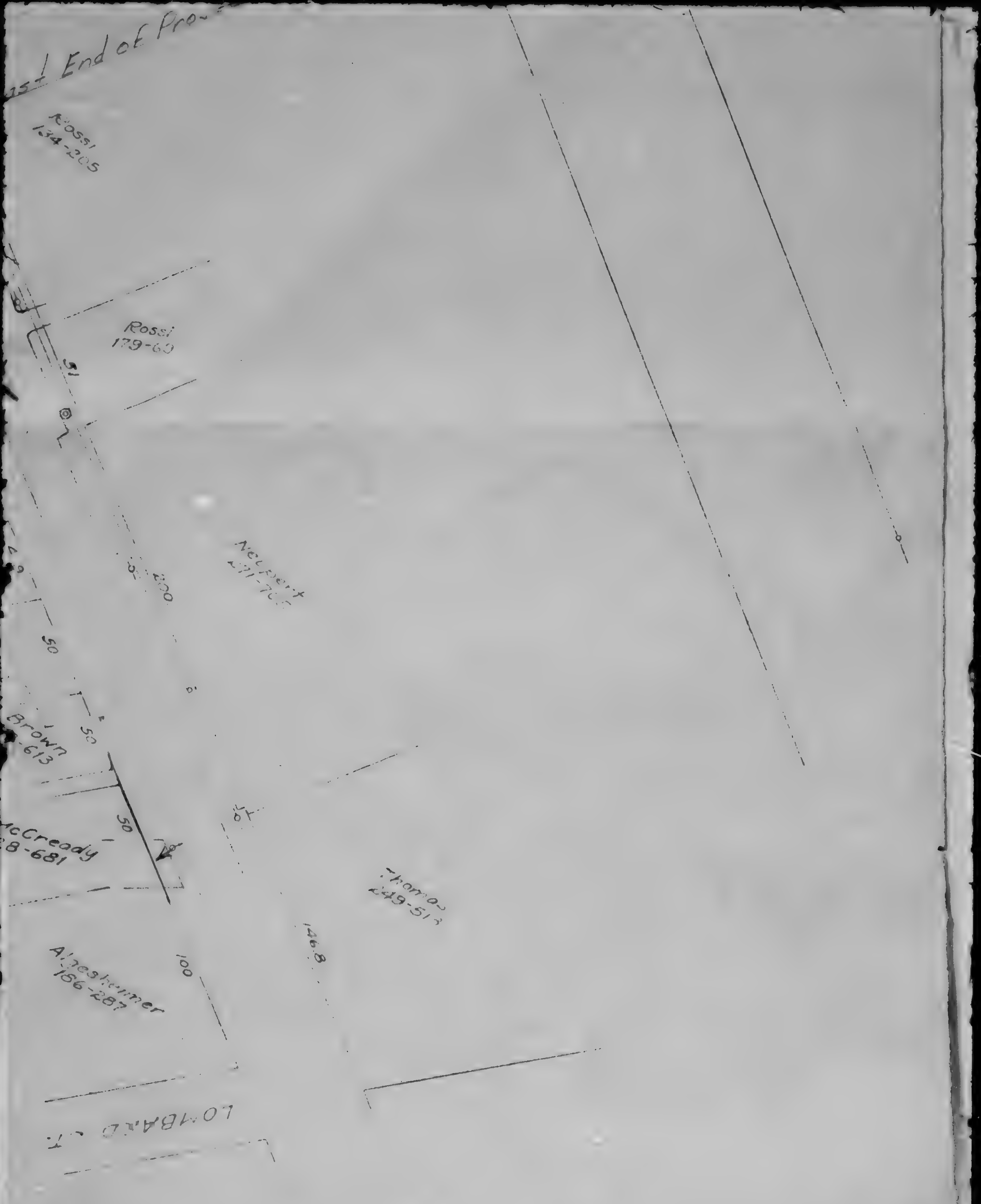
McCready
8-681


ast End of Pro-
Rossi
134-205
Rossi
179-63
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200
Neubert
271-70
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Brown
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McCready
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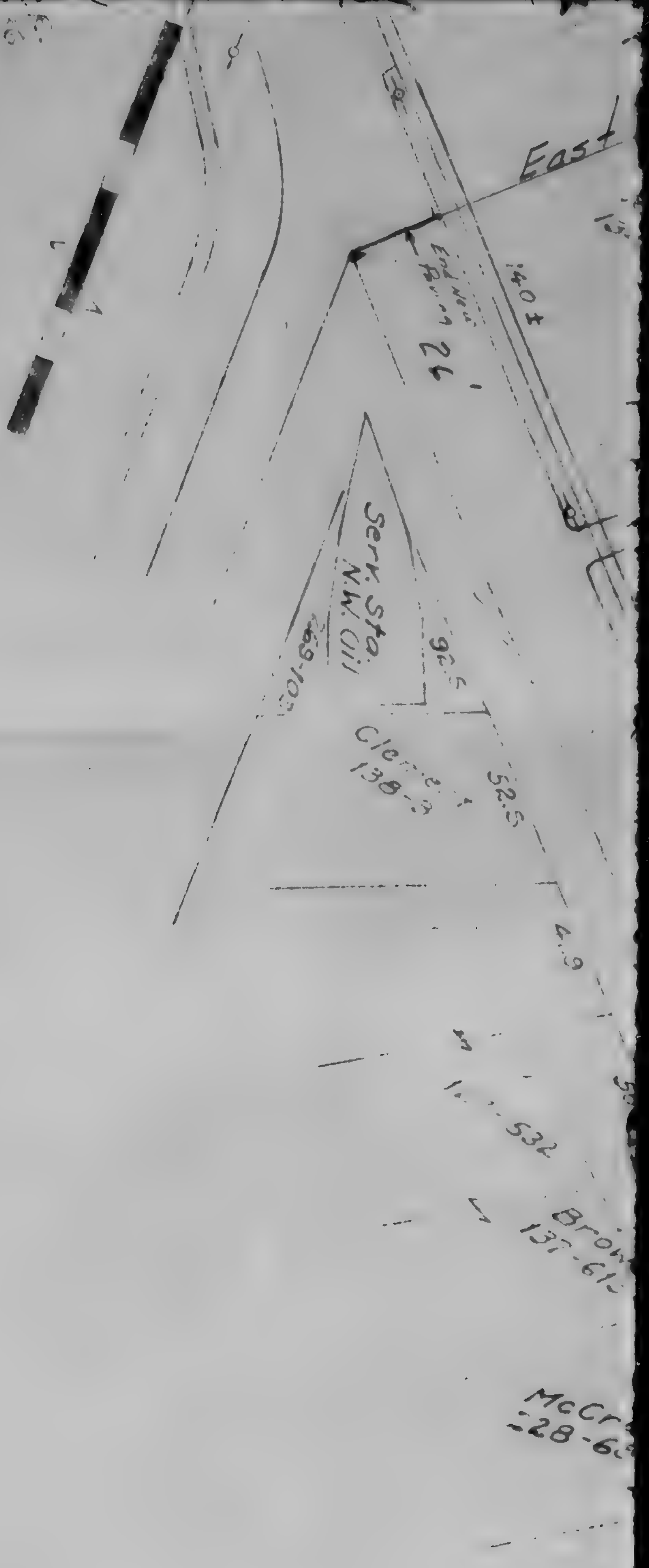
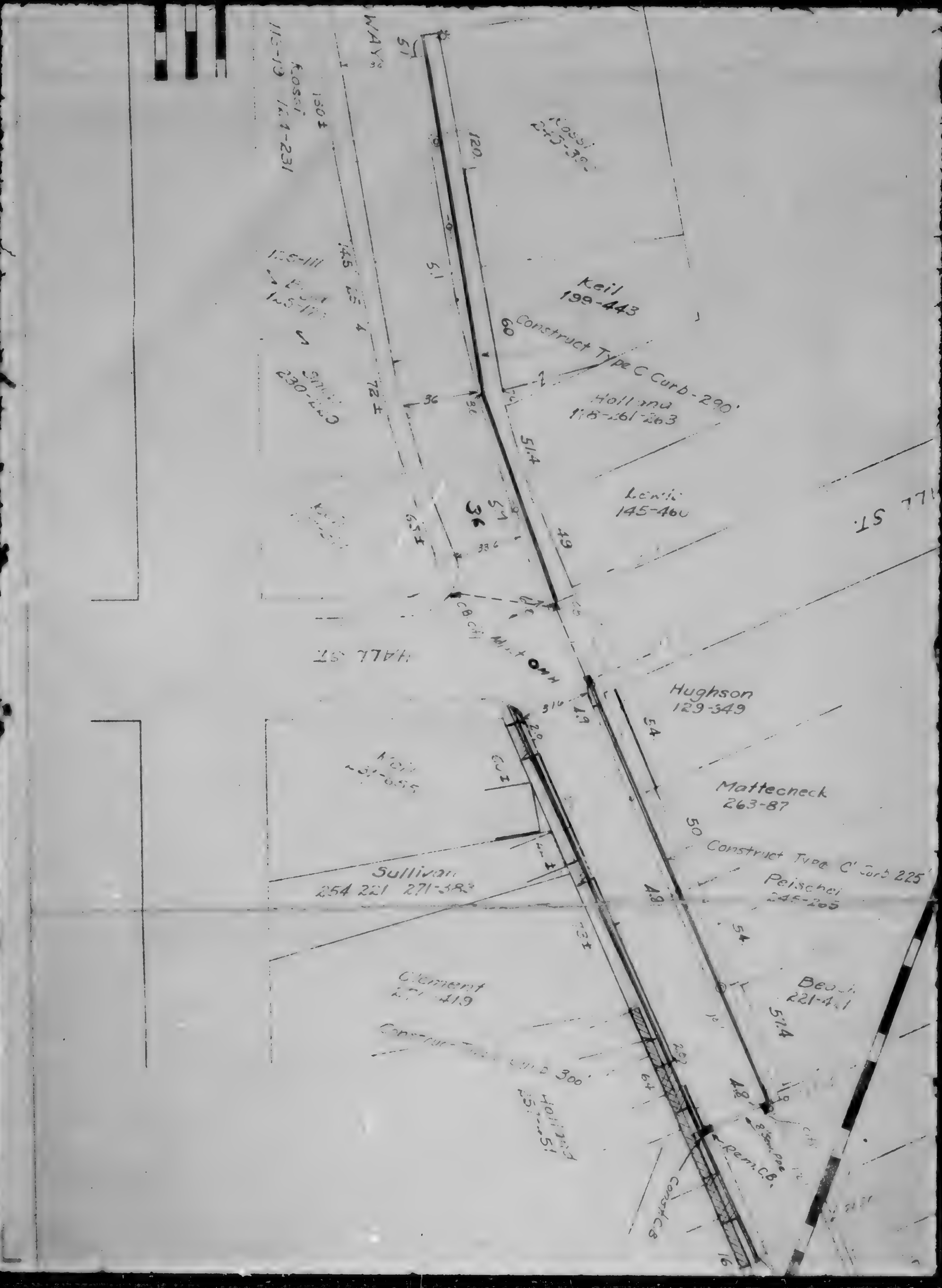
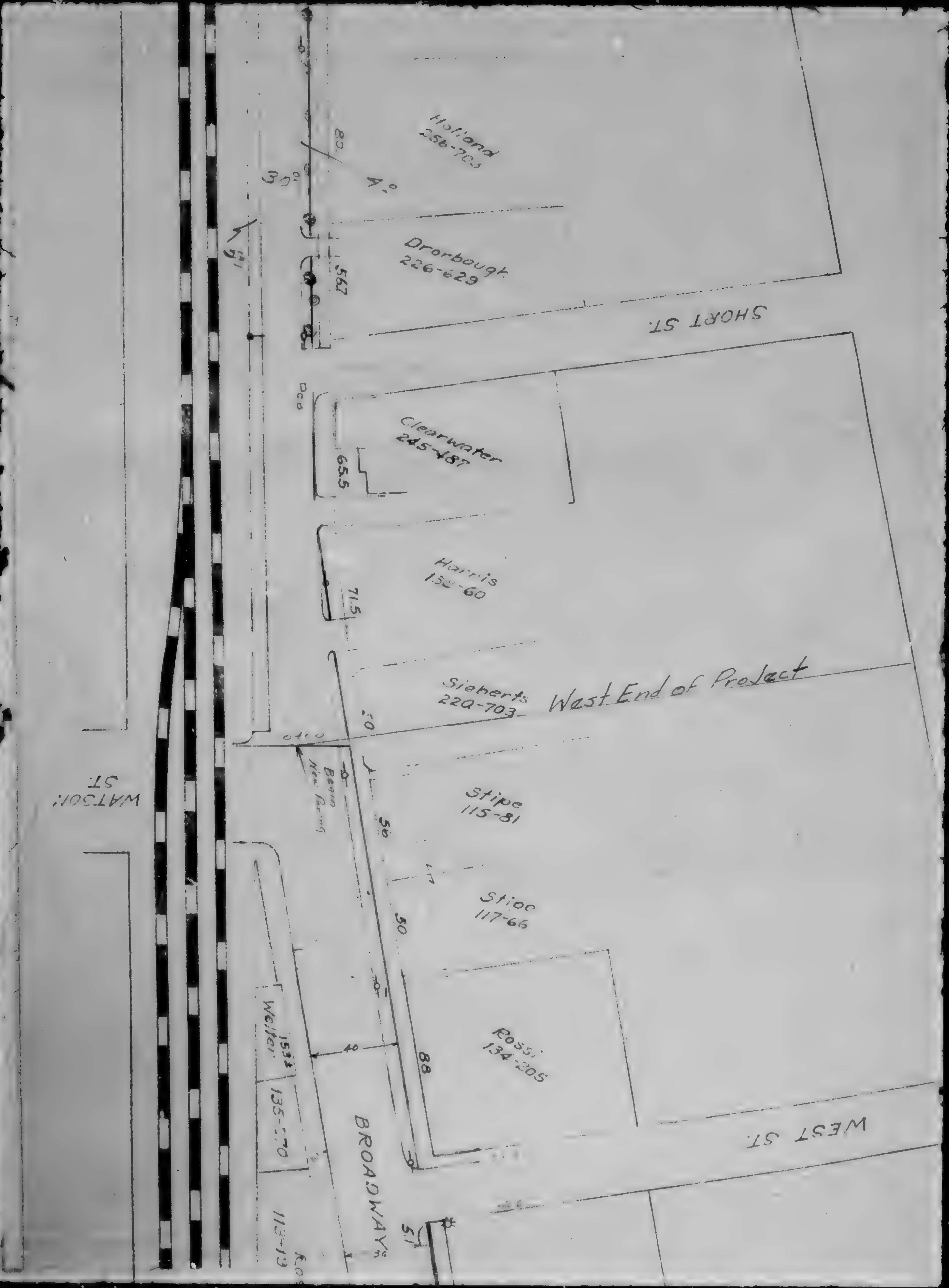
10
Thomas
249-51
146.8
100
Alnesheimer
156-287
LOMBARD ST.


East
140±
End new Bum
26
Serv. Sta.
N.W. Oil
69-103
96.5
Clement
138-3
52.5
4.9
532
Brow
137-61
McCr
128-65


WAY
51
Rossi
115-13 1.1-231
130±
Rossi
245-39
120.
5.1
145
72±
36
Keil
199-443
60
Construct Type C Curb-290'
Holland
1:6-261-263
51.4
Lewis
145-460
230-
49
36
33.6
6.5±
CB. Ctl
HALL ST.
HALL ST.
Hughson
129-349
316
4.9
54
Mattecheck
263-87
50
Construct Type C' Curb 225'
Peischel
245-265
Sullivan
254 221 271-383
4.8
54
73±
Clement
419
Beau
221-4
51.4
Construct Type C Curb 300'
64
4.8
Holland
8" Pipe
Rem. C.B.
Const C.B.
16


Holland
256-703
80
30°
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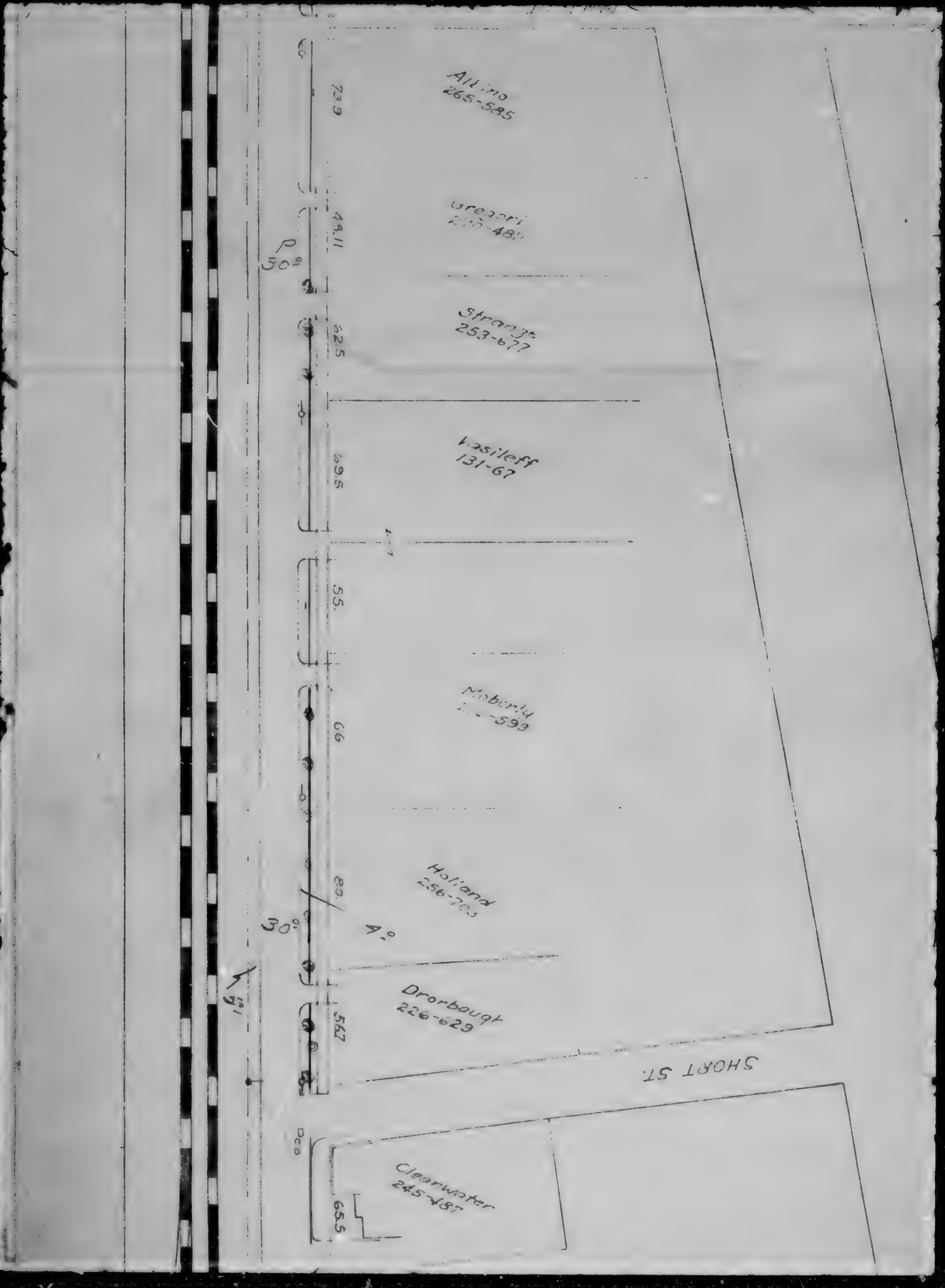
9°
Drorbaugh
226-629
56.7
SHORT ST.
Clearwater
245-487
65.5
Harris
138-60
71.5
Sieberts
220-703
West End of Project
20
Begin
New Paving
WATSON ST.
Stipe
115-81
56
Stipe
117-66
50
40
88
Rossi
134-205
Weiter
153
135-270
BROADWAY
30
WEST ST.
5.1
113-19


Altino
265-585
73.9
Gregori
2[illegible]-48[illegible]
49.11
30°
Strange
253-677
62.5
Vasileff
131-67
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Moberly
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Holland
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SHORT ST.
Clearwater
245-487
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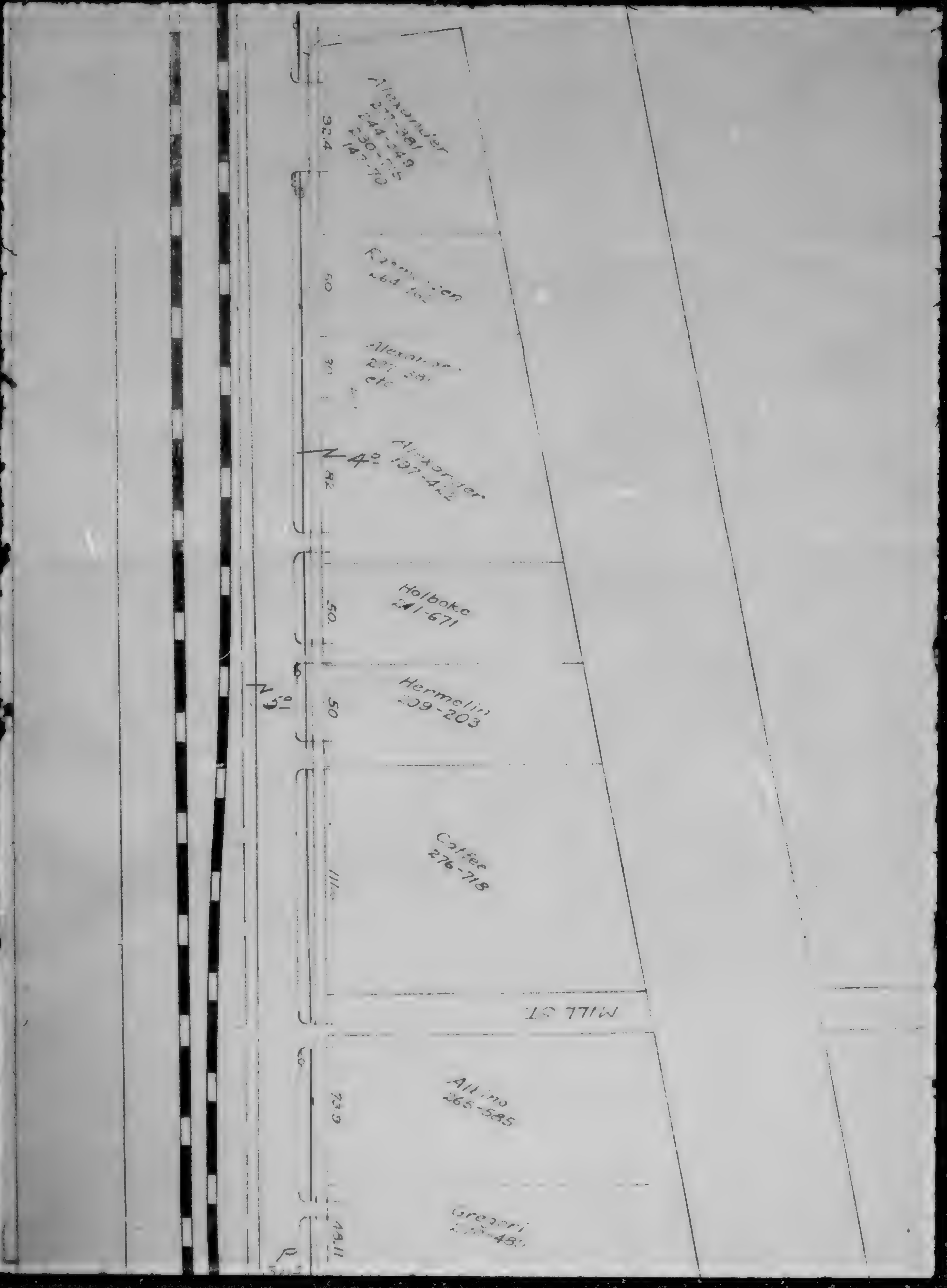
Alexander
277-381
244-349
230-715
147-70
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[illegible]
264-[illegible]
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Alexander
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etc
30
N 4º
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197-422
82
Holboke
241-671
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209-203
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Coffee
276-718
111
MILL ST
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265-585
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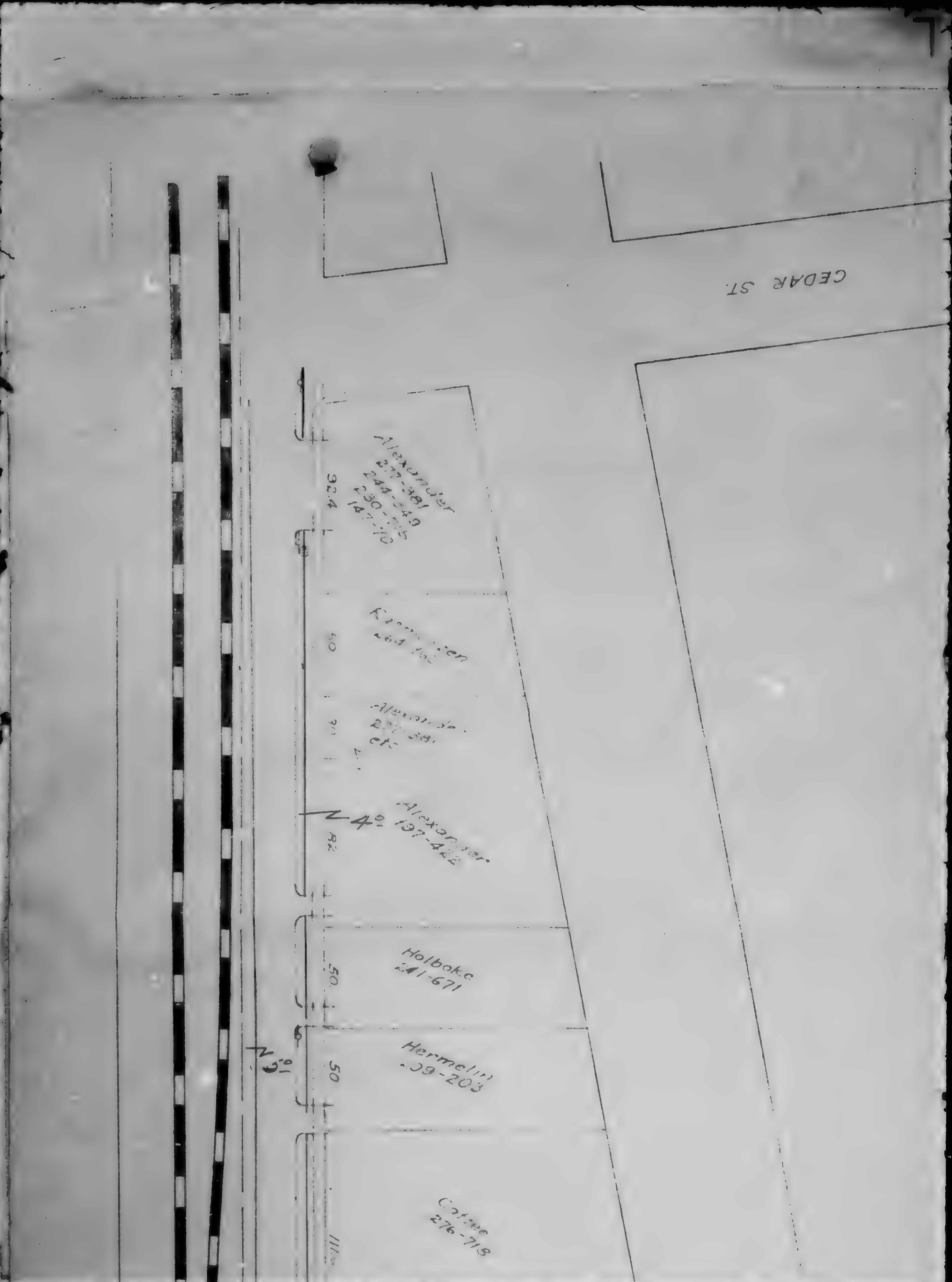
Gregori
[illegible]-48[illegible]
48.11


CEDAR ST.
Alexander
277-381
244-549
230-[illegible]
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Alexander
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30
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Alexander
137-422
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Holboke
241-671
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Hermelin
[illegible]09-203
50
Cottee
276-718
111

(FI-303(6) Wilsonville Bridge. 1/52
(Construct piers, approaches,
deck on steel span, etc.)
#2-3,

RECEIVED
OCT 5 - 1954
FOR FILING

October 4, 1954

Mr. Omar C. Spencer
Attorney at Law
1410 Yeon Building
Portland 4, Oregon

Dear Mr. Spencer:

I have just received your letter of October 1, 1954 and note your request for information concerning the Willamette River Bridge at Wilsonville.

This bridge was completed on May 24, 1954. Two contracts were involved. The contract for the pier construction was awarded to Guy F. Atkinson Company, Portland, and the actual cost of the work performed under that contract was $1,139,112. A contract was awarded to Bethlehem Pacific Coast Steel Company, Seattle, for erection of the steel portion of the structure. The actual cost of such construction was $451,858, making a total actual cost of the structure $1,590,970.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

HART, SPENCER, McCULLOCH, ROCKWOOD AND DAVIES
(CAREY AND KERR)
LAW OFFICES
1410 YEON BUILDING

CHARLES A. HART
OMAR C. SPENCER
CHARLES E. McCULLOCH
FLETCHER ROCKWOOD
DAVID L. DAVIES
HUGH L. BIGGS
MANLEY B. STRAYER
THOMAS B. STOEL
PAUL L. BOLEY
JAMES P. ROGERS
RICHARD DEVERS
FREDERICK H. TORP
GEORGE H. FRASER
WILLIAM W. WYSE
JOHN R. HAY
CLEVELAND C. CORY
CLARENCE R. WICKS
EDWARD T. CRAM
JOHN E. HUISMAN

PORTLAND 4, OREGON

October 1, 1954.

Mr. H. B. Glaisyer,
Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Thank you for your letter of September 28, 1954, enclosing figures on the completion date and original cost of McLoughlin Bridge at Oregon City and referring me to George Buck for other information.

One other bit of information you can give me is the completion date, which I assume was 1954, of the Wilsonville State Highway Bridge across the Willamette, and the approximate original cost.

Yours very truly,

Omar C. Spencer

ANSWERED
H. B. GLAISYER

RECEIVED
OCT [illegible] 1954
OREGON
STATE HIGHWAY COMMISSION

CONTRACT NO. 3784

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 23, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3784	2l-final	Guy F. Atkinson Co.	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
12354	R-97182	$ 88,145.08	6/22/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: June 30, 1954

Time Extensions: None

Completion Date: May 24, 1954

Date Accepted: June 23, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-25-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

By Floyd Query
Assistant Secretary

Warrant Mailed: JUN [illegible]

FILED ON CARD

EF1-303(C)

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 23, 1954

(CONTRACT NO.) 3784	(EST. NO.)	(CONTRACTOR)	
3784	21-final	Guy F. Atkinson Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
12354	R-97182	$ 88,145.08	6/22/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: June 30, 1954

Time Extensions: ~~[illegible]~~ None

Completion Date: May 24, 1954

Date Accepted: June 23, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-25-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

By Floyd Query
Assistant Secretary

Warrant Mailed: JUN 25 1954

ON CARD

RECEIVED
JUN 1 6 1954
FOR FILING

3784

June 15, 1954

Fidelity & Deposit Co. of Maryland
Baltimore 3, Maryland

Gentlemen:

State Highway Contract No. 3784 for construction of a bridge on the West Portland-Hubbard Highway at Wilsonville in Clackamas County was completed by the contractor, Guy F. Atkinson Company, on May 24, 1954, but has not as yet been accepted by the Commission.

Final payment in the amount of $88,145.08 will be released to the contractor ~~on or~~ after acceptance by the Commission. The total contract amount is $1,139,112.19 of which amount $16,834.84 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

ad

cc - Mr. Clarence D. Porter, Mgr.
Oregon Branch Office
Fidelity & Deposit Co. of Maryland
902 Failing Building
Portland 4, Oregon

R

RECEIVED
1953
FOR FILING

P.I.-[illegible]-(1)

3784

4081

March 20, 1953

Clackamas County Court
Oregon City, Oregon

Gentlemen:

Re: Fourth Street in Wilsonville

We have your letter of March 9 concerning the damage being done to Fourth Street in Wilsonville by the hauling in connection with the construction of the new bridge over the Willamette River.

I have discussed this with the Guy F. Atkinson Company, contractors for the bridge, and they have assured us that they will immediately take steps to maintain the road so that it will be in as good condition as when they started their hauling. This is a very cooperative procedure on their part, as it does not appear that they are legally obligated to do this.

I wish to thank you for bringing the matter to our attention.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

GSP:gm
cc G. S. Paxson

Date: **March 19, 1953** ASSIGNMENT No. 1081
By WCW

Description: **Letter from Clackamas County Court dated March 9 re damage done to 4th Street in Wilsonville by Atkinson Construction Company and Highway Department while constructing bridge.**

Acknowledged by ----- Referred to -- PAXSON --------

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xxReturn with rough draft of reply
Please prepare for ------------------

------------------------ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 3-20-53 Report received --------

Remarks:

FORM E-30 25M 9-51 82318

BFI-[illegible]

.3754

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 13, 1953

SUBJECT:

NOTED
W. C. WILLIAMS

To:
Mr. W. C. Williams
Asst. State Highway Engineer

Dear Sir:

Herewith Order for Extra Work No. 1 on the Wilsonville Bridge. We have found it necessary to change some timber piling to steel piling under the foundations of Pier No. 1. This extra work order covers the purchasing of the steel piling. The amounts are supported by invoices from the firms supplying our contractor. You have already approved Price Agreement No. 1 which covers the driving of these piling. The total cost of the change is

Extra Work Order No. 1	$16,461.80
Price Agreement No. 1	5,608.80
Total	$22,070.60

In using the steel piling we are eliminating the timber piling in the contract and have decreased the excavation, concrete and metal reinforcement by a considerable amount. The savings are as follows:

7,200 lin. ft.	Timber Pile	at $0.70	$ 5,040
144 only	Drive Piles	35.00	5,040
200 cu. yds.	Excavation	4.00	800
45 cu. yds.	Concrete	75.00	3,375
6,700 lbs.	Metal Reinforcement	0.11	737
	Total		$14,992

The net additional cost by this change is thus $7,078.60.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP:gm
Attached

RECEIVED
FOR FILING

January 2, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to Item 28, Project BFI-303 (6) of Oregon's Fifth Supplemental (Bond Issue) Federal-aid Primary Highway Program, which Item was submitted to cover the construction of piers and approaches for the bridge over the Willamette River at Wilsonville.

In view of the fact that the award of the contract for this project did not receive the concurrence of the Bureau and that therefore the project is not eligible to receive federal-aid, we request withdrawal of Item 28, Project BFI-303 (6), from our Program of Bond Issue Federal-aid Primary Projects.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 23, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In order that our program lists may be current and accurate, we should have a request from your office for the deletion of Item 28, Project BFI-303(6) from the Fifth Supplemental (Bond Issue) Federal-aid Primary Highway Program.

Very truly yours,

C. G. POLK
District Engineer

By R.E.McMullen
R. E. McMULLEN
Program & Planning Engineer

p

RECEIVED
FOR FILING
OREGON DISTRICT
Const
Fed. Aid
Prog. & Proj

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

August 14, 1952

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the major program change dated August 8, 1952 covering the additional work of constructing the concrete deck and painting the steel superstructure of the Willamette River Bridge at Wilsonville, Project BFI-303 (6).

Our Division Office advises that in the event the change is approved, before award of contract is made ample justification must be provided for including this additional work in the substructure and approach span contract. They reason that the steel spans cannot be completed for two years because of materials shortages and that the substructure contractor will bid a premium amount to come back to complete his project a year after he completes the substructure and approaches.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

Project withdrawn
from Federal Aid.
File closed.
WCW.

RECEIVED
AUG 14 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

September 19, 1952

Guy F. Atkinson Company
5315 N. E. 101st Ave.
P. O. Box 7528
Portland 20, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3784, which was awarded to you on August 19, 1952 by the State Highway Commission, for construction of Wilsonville Bridge on the West Portland-Hubbard Highway in Clackamas County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING
FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 16, 1952

NOTED
W. C. WILLIAMS

SUBJECT:

To:
Mr. C. W. Enfield
Chief Counsel
Office

RECEIVED
SEP 18 1952
OFFICE OF
STATE HIGHWAY ENGINEER

Dear Sir:

On August 19, 1952, the State awarded a contract to the Guy F. Atkinson Company for the construction of piers and approaches for the bridge over the Willamette River at Wilsonville.

In Pier No. 2 of this structure we are to install a stream gaging station for the United States Geological Survey. This gaging station specifically includes the following items: special manhole cover, special inspection ladder, three open grating platforms, anchor bolts for gage boards inside and outside of the pier, and bolts, bars, angles and hinges used to fasten the various parts together and to fasten the parts to the concrete.

The location of Pier No. 2 with respect to the entire structure is shown on Drawing 10484, and the details of the ladderway are shown on Drawing 10491. I am attaching four copies of each of these drawings to this letter.

The United States Geological Survey is to reimburse us for the cost of this stream gaging station. In our contract with the Atkinson Company we took a bid on the stream gaging station complete, which bid was in the amount of $1,250. When the work is done and this amount is allowed the contractor on the estimate, we will bill the United States Geological Survey for this amount. We should have an agreement drawn up between the State and the Geological Survey covering the matter. The agreements with the Geological Survey are signed as follows:

UNITED STATES GEOLOGICAL SURVEY

By________________________
Director

While the work on this ladderway will probably not be done until next year, I would like to have the agreement drawn up so that the Geological Survey money can be allocated from their appropriation for the current year.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
Attached cc W. C. Williams

RECEIVED
AUG [illegible] 1952
FOR FILING

3784

August 20, 1952

Guy F. Atkinson Company
P. O. Box 752[illegible]
Portland 20, Oregon

Gentlemen:

The State Highway Commission on August 19, 1952 awarded to you State Highway Contract No. 3784 for construction of the piers, approaches, deck on steel span, etc., for the Wilsonville Bridge over the Willamette River on the West Portland Hubbard Highway in Clackamas County. This award was based on your bid of $1,112,370.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

c. H. G. Smith
S.H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

RECEIVED
1952
FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

August 4, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-303(6), Willamette River Bridge on West Portland-Hubbard Highway, have today been recommended for approval subject to such changes as may be required by our Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED

RECEIVED
FOR FILING

April 27, 1951

Oregon State Highway Commission

Gentlemen:

Contemplated for construction in the early future are revisions of the Lower Columbia River Highway at Clatskanie and construction of the West Portland-Hubbard Section of the Pacific Highway throughway.

On the revision at Clatskanie a new bridge will be required across the Clatskanie River, and on the West Portland-Hubbard Section a bridge will be required across the Willamette River at Wilsonville.

We wish to start preliminary discussions with the Army Engineers for permits for these structures. It is necessary that the applications include evidence from the Commission minutes that the Commission authorizes the application for permit.

This matter will be on the next agenda, and I recommend that you authorize acquisition of permits from the U. S. Engineers for construction of the two bridges.

Very truly yours,

R. H. Baldock
State Highway Engineer

Mr. McCord
of Corps of Engr
Permit
7-31-67

cc Mr. W. C. Williams
Mr. G. S. Paxson

WCW:me er

FORM E-30 25M 8-51 47190

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 19, 1951

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

We should have a minute entry in the next Commission meeting minutes authorizing us to make application to the U. S. Engineers for the construction of bridges over (1) the Clatskanie River on the Lower Columbia River Highway at Clatskanie; and (2) the Willamette River on the West Portland-Hubbard Highway at Wilsonville. I would suggest that this be placed on the agenda.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP:gm

10 [illegible] 7/26/51

STATE OF OREGON)
) ss
County of Marion)

I, H. B. Glaisyer, Secretary of the Oregon State Highway Commission, do hereby certify that the attached is an excerpt of the May 24 and 25, 1951 minutes, entered in Volume XXXVI, Part I of the minute book, wherein official acts of the said Oregon State Highway Commission are recorded, has been compared by me with the original entry and that the same is a true and correct copy of said portion of said minutes.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Oregon State Highway Commission this 26th day of July, 1951.

H B Glaisyer

Secretary
OREGON STATE HIGHWAY COMMISSION

EXCERPT FROM MINUTES OF HIGHWAY COMMISSION MEETING HELD ON MAY 24, 1951 and MAY 25, 1951

Volume 36, Part 1

Portland, Oregon
May 24, 1951

The State Highway Commission convened in regular session at 9:00 a.m. in the Green Room of the Imperial Hotel. Present were:

Ben R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
Milo K. McIver, Commissioner
R. H. Baldock, State Highway Engineer
W. C. Williams, 1st Asst. State Highway Engineer
W. W. Stiffler, 2nd Asst. State Highway Engineer
Forrest Cooper, Right of Way Engineer
J. M. Devers, Chief Counsel
C. W. Enfield, Assistant Counsel
Fred A. Miller, Assistant Counsel
C. H. Armstrong, Parks Superintendent
Malcolm H. Hawke, Auditor
H. B. Glaisyer, Secretary

****

The Engineer requested authority to file with the U.S. Army Engineers an application for permission to construct a bridge over the Clatskanie River on the Lower Columbia River Highway at Clatskanie, and for permission to construct a bridge over the Willamette River on the West Portland-Hubbard highway at Wilsonville. He explained that both of these structures are contemplated for construction in the early future and that it is necessary that permits be obtained from the War Department before the work can go forward. As a result of discussion, the Commission unanimously authorized the Engineer to file applications with the U.S. Army Engineers for both permits.

****

1-10-2 Astoria (28th St.-32nd St.) 1952
Sec. of the Columbia River Hwy.
#3725 in Astoria.

RECEIVED
FOR FILING
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 27, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3785	6-final	GRIMSTAD & VANDERVELDT

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14008	R-71884	$ 921.46	July 24, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1952

Time Extensions: to July 31, 1953 without penalty

Completion Date: June 10, 1953

Date Accepted: June 25, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-27-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible]
a-m Wicklander

NOTED ON CARD
7-28-53

R

RECEIVED
FOR FILING

4-10

[illegible]

July 15, 1953

United Pacific Insurance Co.
Fidelity & Surety Dept.
Seattle 14, Washington

Gentlemen:

State highway contract No. 3785 for work performed on the Astoria (28th St.-32nd St.) Section of Columbia River Highway in Clatsop County was completed by the contractor Grinstad and Vandervelde on June 10, 1953 and was formally accepted by the Highway Commission on June 25, 1953.

Final payment in the amount of $921.46 will be released to the contractor on or after July 25, 1953. The total contract amount is $31,075.72, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]
cc - United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Ed Ferrey & Co.
Spexarth Bldg.,
Astoria, Oregon

NOTED ON CARD

7-15-53

RECEIVED
JUL 1953
FOR FILING

June 30, 1953

United Pacific Insurance Co.
Ed Fearey & Co., Agent
Spexarth Bldg.
Astoria, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Grimstad & Vanderveldt in connection with contract No. 3785, for paving on the Astoria (28th St.-32nd St.) Section of the Columbia River Highway in Clatsop County.

This payment, in the amount of $2,056.97, will be released to the contractor on or after July 10, 1953. The retained percentage is $932.61.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: United Pacific Insurance Co.
Fidelity & Surety Dept.
Seattle 14, Wash.

Portland Branch Office

NOTED ON CARD

6-30-53

Form E-1—10M—11-51

4-1062

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 13, 1953

Section Astoria (28th St to 32nd St.)

Kind of work Paving

Highway Columbia River

Section prefix 4-1062

Contractor Grimstad and Vanderveldt

Contract number 3785

Date of contract August 19, 1953

Date of completion July 31, 1953

Date work started Sept. 4, 1953

Estimated date of completion June 10, 1953

Amount of contract . . . . $ 35,626.14

Per cent of time elapsed 92 %

Estimated cost of completed project, exclusive of engineering . . . . $ 31,086.87

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 2360.00, 85 %

Date project was completed June 10, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The United Contracting Co. completed paving the street intersections and final cleanup on Wednesday. No seal coat was applied on this project.

The semi-final estimate is nearly completed, it will be forwarded to Salem on Monday.

NOTED
H. G. SMITH

NOTED
FORREST COOPER

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

RECEIVED
JUN 15 1953
[illegible] ENGINEER

Signed D. C. King

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.27				0.27
Miles partially completed					
Miles completed	0.27				0.27
Total estimated quantities	656				1121 T
Estimated quantities moved or placed to date	656				1121 T
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					10
Average force on project for week					12

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	rain		
Tuesday	clear		
Wednesday	showers		
Thursday	clear		
Friday	rain		
Saturday			

State Printing 53382

RECEIVED
FOR FILING
4-1
3785

November 6, 1952

Grimstad & Vanderveldt
749 Ninth St.
Astoria, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 20, 1952, had under discussion your request for an extension of time of 304 days, from September 30, 1952 to July 31, 1953, within which to complete your contract No. 3785 for paving on the Astoria (28th St.-32nd St.) Section of the Columbia River Highway in Clatsop County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. E. Walker,
Division Engineer

D. C. King,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD
11-6-52

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OCT 2[illegible] 1952
FOR FILING

4-1[illegible]

3785

October 14, 1952

Request for extension of time
No. 13
October 20 and 21 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Grimstad & Vanderveldt for an extension of time on Contract No. 3785, 28th Street-32nd Street Section in Astoria on the Columbia River Highway, from September 30, 1952 to July 31, 1953.

This project had been advertised for bids previously which bids were rejected and the project readvertised. However, the lapse in time between the first and second advertising was not extended in the specified completion date. This resulted in the contractor being allowed only 41 calendar days in which to complete the project. There were a number of power poles and telephone poles which had to be moved by the respective utilities, and which were not moved in time to permit the contractor to efficiently operate his equipment. Hence the contractor could not do the paving this fall, and the extension will permit him to do so next spring and early summer.

Since the above stated reasons are not the fault of the contractor, I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS:lg

RECEIVED
1952
FOR FILING

1-1063

3785

September 25, 1952

Grimstad & Vanderveldt
749 Ninth Street
Astoria, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3785, which was awarded to you on August 19, 1952 by the State Highway Commission, for paving on the Astoria (28th St.-32nd St.) Section of the Columbia River Highway in Clatsop County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
AUG 21 1952
FOR FILING

August 20, 1952

Grimstad and Vanderveldt
749 - 9th Street
Astoria, Oregon

Gentlemen:

The State Highway Commission on August 19, 1952 awarded to you State Highway Contract No. 3785 for widening the pavement of the Astoria (28th Street-32d Street) Section of the Columbia River Highway in Astoria, Clatsop County. This award was based on your bid of $34,092.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

RECEIVED
FOR FILING
FORM E-30 15M 12-48 27999

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 16, 1952

Cross Referenced To:

SUBJECT: Agenda Item 5-h

To:

Mr. R. H. Baldock
State Highway Engineer
Office

NOTED
State Highway Engineer

Attached hereto is a conformed copy of an agreement with the City of Astoria regarding improvement of Franklin Avenue (US30) between 28th Street and 32d Street.

The original of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Astoria.

Yours very truly,

Secretary

rn
Attach: 1

RECEIVED
JUL 17 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

4-1007

#3785

[illegible] CONTRACTS and AGREEMENTS No. 14[illegible]

AGENDA
JUL 10 [illegible]

5-h

Consider approval of agreement with City of Austin re widening of Franklin Ave (US 290) between 28th St + 32nd St.

(Bids due July 10)

([illegible] [illegible] in the Council [illegible] [illegible] [illegible] [illegible])

"A"

[illegible]
[illegible]

RECEIVED
FOR FILING
FORM E-30 25M 1-52 58419
3785

Cross Referenced To:

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 21st, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. Construction Engineer
Office

Dear Sir:

The estimate for the improvement of Franklin Avenue in the City of Astoria between 28th and 32nd is $25,421. Mr. Baldock's letter of January 20th, 1952 to the Commission states that the estimated cost is $32,000 and requests the Commission to make that allocation. The minutes, however, indicate that the Commission allocated $20,000.

If you remember, we would appreciate being advised as to the reason for this material cut in the estimate and what we could do to bring the project in line with the wishes of the Commission if the serious reduction was made intentionally.

Very truly yours,

H. G. Smith
H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
MAY 22 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

Cross Referenced To:

THE CITY OF ASTORIA, OREGON

MAYOR
PETER G. COSOVICH

CITY MANAGER
BREWER A. BILLIE

COMMISSIONERS:
W. R. THOMPSON
L. F. VAN DUSEN

COMMISSIONERS:
JOHN HELSTROM
ERIC HAUKE

April 9, 1952

NOTED
H. B. GLAISYER

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

We received your letter today stating that the Commission has decided to improve Franklin Avenue from 28th Street to 32nd Street this year, and we are very pleased and happy to know that this work will go ahead.

note The City of Astoria is making plans to have the sidewalks put in at the same time, and no doubt we will hear from you further in regard to the method and time of this work.

NOTED
W. C. WILLIAMS

We appreciate the splendid cooperation of the Highway Commission in this matter.

Very truly yours,

THE CITY OF ASTORIA

By: Brewer A. Billie
Brewer A. Billie,
City Manager

BAB:emb

REFERRED TO
Williams
BY SECRETARY

RECEIVED
FOR FILING

2964
3108

Cross Referenced To:

April 8, 1952

Mr. Frewer A. Billie
City Manager
City of Astoria
Astoria, Oregon

Dear Mr. Billie:

On December 19, 1951 you directed a letter to the State Highway Commission requesting the widening of Franklin Avenue from 28th Street to 32d Street in your city.

The matter was discussed by the State Highway Commission at its meeting on January, 1952. I informed you on February 18, 1952 that the Commission recognized the high priority of the project, and that it would consider it in the formulation of its next construction program.

I am now pleased to inform you that the Commission at its last meeting authorized expenditure of highway funds for such improvement this year.

Thought you would like to have the information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

RECEIVED
FOR FILING

January 10, 1952

Oregon State Highway Commission

Gentlemen:

With his letter under date of December 26 Mr. Glaisyer forwarded to you a copy of a letter from Brewer A. Billie, City Manager of Astoria, requesting widening of Franklin avenue (~~U-101~~) U S 30 between 28th Street and 32nd Street.

This is a narrow section that has not been improved to the standard of the adjoining sections, which are 46 feet in width. It has been under consideration for several years as a meritorious project, but it has not been included in any construction program.

This project has a high priority, and I recommend that it be considered in the next state construction program, when and if formulated.

The estimated cost is $20,000. This will widen the street to 46 feet, including curbs, making it comparable with adjoining sections. It will also permit the City to reconstruct sidewalks, which must be done in the very near future, as the present ones are supported by wooden bulkheads, and these have deteriorated.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me

cc Mr. W. C. Williams
Mr. H. G. Smith
Mr. C. H. Maison

FORM E-90 25M 3-51 47199

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 7th, 1952

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

I believe the widening of Franklin Avenue from 28th Street to 32nd Street in Astoria is needed in order to permit the rehabilitation and readjustment of sidewalks in that section of the town and to widen the street to the 46-foot width. This project has been brought up for the last twelve or fifteen years, and I know of no small city project which has any more merit.

I believe the division engineers concur in this recommendation.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR

Date: January 4, 1952

ASSIGNMENT

No. 31
By

Description: Copy of letter of December 19 by Astoria City Manager and copy of Mr. Glaisyer's reply of December 26 regarding widening of Franklin Avenue in Astoria between 28th and 32nd Street

Acknowledged by _____ Referred to __Smith ✓______

xx Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________________ signature
____

Assignment executed 1-8-52 Report received ________

Remarks: Please give your recommendation re present need of this improvement. You have furnished estimate of $32,000.

December 26, 1951

Mr. Brewer A. Billie
City Manager
The City of Astoria
Astoria, Oregon

Dear Mr. Billie:

This is to acknowledge receipt of your letter of December 1[illegible], 1951, regarding the widening of Franklin Avenue in Astoria between 28th Street and 32nd Street.

I shall see that it has the attention of the State Highway Commission. In the meantime, I am handing a copy of it to the State Highway Engineer, Mr. R. H. Baldock so he will be prepared to advise the Commission when the matter comes up for discussion.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs

cc: Commissioners
R. H. Baldock

THE CITY OF ASTORIA, OREGON

COMMISSIONERS:
W. R. THOMPSON
L. F. VAN DUSEN

MAYOR
PETER G. COSOVICH

CITY MANAGER
BREWER A. BILLIE

COMMISSIONERS:
JOHN HELSTROM
ERIC HAUKE

December 19, 1951

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

The proposed program of widening Franklin Avenue from 28th Street to 32nd Street here in Astoria has been under discussion with your department at various times during the past years. In these discussions it has been fairly well agreed that the present width of pavement is inadequate, due to the volume of traffic, combined with the number of automobiles which park along both sides of the street. It has been proposed to increase the present pavement width of thirty-six feet to a width of forty-six feet by setting the curbs back five feet on either side of the street. This would correspond with the width of the existing pavement going west from 28th Street.

This tentative widening program has resulted in delaying a sidewalk improvement program which has been requested by the property owners. This would be constructed by the assessment method, however the construction of a sidwalk prior to the widening program is not feasible due to the unknown factor of grades, etcetera, which the new curb line would have. The proximity of existing structures to the curb line precludes the use of a park strip between the curb and the sidewalk.

In September of this year, the property owners again petitioned the City Council for improvement of sidewalks, resulting in renewed correspondence with your department and the visit and field inspection by your Mr. F. D. Eason.

The problem of construction sidewalks, which might be destroyed by a widening program was discussed at great length with Mr. Eason. It was his suggestion that the widening program might be expedited by a letter to you outlining the problems facing the City in that we cannot proceed with any sidewalk improvement program until the contemplated widening program has been completed.

Your early decision on this matter is urgently needed as the City plans to make its sidewalk improvement in the Fall of 1952.

Very truly yours,

THE CITY OF ASTORIA

By:
Brewer A. Billie,
City Manager

BAB:emb
CC: Mr. F. D. Eason, Division Engineer
Oregon State Highway Dept.

RECEIVED
NOV [illegible]
FOR FILING
FORM E-30X 25M 3-51 47190

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 2, 1951

SUBJECT:

To: Mr. H. G. Smith,
Construction Engineer,
Department.

NOTED
W. C. WILLIAMS

Dear Sir:

In conformity with Mr. Williams' letter of October 19, I contacted City Engineer Olsvick in Astoria yesterday with respect to possible improvement along Franklin Avenue between 27th and 32nd Streets. Mr. Olsvick was accompanied by the City Manager, Mr. Billie.

They are concerned about the building of sidewalks along this section of the highway and particularly because the fill supporting the old sidewalk or pathway is supported by wooden bulkheads along the fronts of a number of buildings facing the street. I advised these gentlemen that we had some years ago made a survey for possible improvement along this street but the Commission had never authorized any improvement and I was unable to say if they would or when they might. I did say, however, that the Highway Department would not undertake the reconstruction of any retaining walls or filling outside of the contemplated curb section that might be constructed if authorized.

The present street is 36 feet between curbs and the curbs, sidewalks and paths have settled to considerable extent, so that the drainage is poor along the gutter line. We have from time to time patched and resurfaced the street as needed between curbs.

I suggested that they make their own arrangements with the property owners, or themselves construct permanent walls or fills and then make their request to the Highway Commission, if they so desired, for a street improvement to conform with the adjacent section that was built by the State some years ago. This adjacent section is 46 feet between curbs.

I find in our files a letter of February 24, 1948, in which an estimate of the improvement of this section and a map and profile were transmitted to you. The estimate at that time was $22,000.00 but, of course, prices have raised considerably and would have to be revised for construction as of now or in the future.

Yours very truly,

F. D. EASON,
Division Engineer.

FDE:AM
cc Mr. W. C. Williams ✓

RECEIVED
[illegible] 1951
FOR FILING

October 19, 1951

Mr. Harold M. Olsvick
City Engineer
Astoria, Oregon

Dear Sir:

The State Highway Commission has no definite plans for widening along Franklin Avenue between Twenty-seventh and Thirty-second streets, but some studies have been made of that section of the city at various times.

I have asked Mr. F. D. Eason, Division Engineer, to go over it with you at his next inspection to see whether a decision can be reached in order not to hold up your plans for sidewalks.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS: lg
cc Mr. H. G. Smith
Mr. F. D. Eason

ASSIGNMENT

Date: **October 15, 1951**

No. 2964

By

Description: **Letter of October 11 from City of Astoria asking about intentions of widening Franklin Avenue in Astoria**

Acknowledged by _____ Referred to **Smith** ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xxx Return with rough draft of reply
Please prepare for ____________________ signature

Assignment executed 10-18-51 Report received ________

Remarks:

PLEASE RETURN TO
W. G. WILLIAMS
FOR FILING

THE CITY OF ASTORIA, OREGON

MAYOR
PETER G. COSOVICH

COMMISSIONERS:
W. R. THOMPSON
L. F. VAN DUSEN

CITY MANAGER
BREWER A. BILLIE

COMMISSIONERS:
JOHN HELSTROM
ERIC HAUKE

October 11,1951

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

The residents along Franklin Avenue between 27th Street and 32nd Street have asked the City Council of this City to formulate some plan of securing sidewalks along the above mentioned street.

In the past, there has been some thought that perhaps your department had intentions of widening the aforementioned street.

Before proceeding with any plans for construction of sidewalks we would like to know if you have any plans for improvement of this street.

Yours very truly,

THE CITY OF ASTORIA

By: Harold M. Olsvick
Harold M. Olsvick,
City Engineer

HMO:emb

NOTED
W. C. WILLIAMS

BFI-189(9) 1952
Comstock Grade Separation.
#3786

RECEIVED
FOR FILING
[illegible]

4942

ASSIGNMENT

Date: March 17, 1954 No. 4942 By WCW

Description: Bill No. 16 from the Western Union Telegraph Company in connection with protection of their plant during construction of the Comstock overcrossing in Douglas County

Acknowledged by_____ Referred to Gardner ✓

- __ Investigate and report with recommendation
- X Such action as necessary and report
- __ Comment or recommendation
- __ Return with rough draft of reply
- __ Prepare reply for signature of Mr.________
- __ Contact correspondent and report

Remarks:
Bill being processed for payment
3/18/54

PLEASE RETURN TO
W. C. WILLIAMS

Executed__________ Report Received__________

RECEIVED
FOR FILING
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 17, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3786	6-final	Hamilton & Thoms	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
13459	R-71288	$ 2,381.61	July ~~17~~ 15,1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Jan. 31, 1953

Time Extensions: to March 31, 1953 without penalty

Completion Date: March 31, 1953

Date Accepted: May 18, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-20-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: JUL 20
A. A. Wiklander

NOTED ON CARD
7-[illegible]-53

RECEIVED
JUL 6 1953
FOR FILING

[illegible]

3786

July 3, 1953

Seabord Surety Company
75 Maiden Lane
New York 7, New York

Gentlemen:

State Highway Contract No. 3786 for construction of a grade separation structure on the Comstock Grade (Divide-Rice Hill) Section of the Pacific Highway in Douglas County was completed by the contractor, Hamilton & Thoms, on March 31, 1953, and was formally accepted by the Highway Commission on May 18, 1953.

Final payment in the amount of $2,381.61 will be released to the contractor on or after July 13, 1953. The total contract amount is $29,885.38, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Hansen & Rowland, Inc.
Portland, Oregon

Hansen & Rowland, Inc.
Tacoma, Washington

Recorded on
Card

RECEIVED
53
FOR FILING

3786

April 15, 1953

Hamilton & Thoms
Box 726
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on April 8, 1953, had under discussion your request for an extension of time of 59 days, from January 31 to March 31, 1953 inclusive, within which to complete your contract No. 3786 for constructing the Comstock Grade Separation on the Pacific Highway in Douglas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Tom Edwards,
Division Engineer

L. R. Allen,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD

RECEIVED
1953
FOR FILING

BF1-18711

3786

March 6, 1953

State Highway Commission

Request for extension of time
No. 7
April 8 and 9 meeting

Gentlemen:

Re: Comstock Grade Separation
Contract 3786
Hamilton & Thoms, Contractor

Herewith a request from Hamilton & Thoms, contractor for the Comstock grade separation in Douglas County, for an extension of time from January 31, 1953 to and including March 31, 1953 for the completion of work on this project.

The beginning of work on the structure was delayed until the road contractor on this section of the Pacific Highway had completed his work. The structural contractor has done his work with reasonable speed, and it is recommended that the extension be granted without penalty to the contractor. Attached hereto is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

OSP:gm

RECEIVED
FOR FILING

BF1-1 [illegible]

September 19, 1952

Hamilton & Thoms
Box 726
Eugene, Oregon

Gentlemen:

We enclose herewith, for your records and fules, a fully executed copy of contract No. 3786, which was awarded to you on August 19, 1952 by the State Highway Commission, covering the Comstock Grade Separation on the Pacific Highway in Douglas County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
AUG 21 1952
FOR FILING

August 20, 1952

Hamilton & Thoms
Box 726
Eugene, Oregon

Gentlemen:

The State Highway Commission on August 19, 1952 awarded to you State Highway Contract No. 3786 for construction of the Comstock Grade Separation on the Divide-Anlauf Section of the Pacific Highway in Douglas County. This award was based on your bid of $27,890.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

whr

cc
H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

RECEIVED
[illegible] 52
FOR FILING
OREGON DISTRICT

Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

August 19, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project BFI-189(9), Comstock Grade Separation Structure on the Divide-Anlauf Unit of the Pacific Highway, to Hamilton and Thoms of Eugene, Oregon, low bidder in the amount of $27,890.00 at the August 19, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
FOR FILING

[illegible]

5767

5037

May 10, 1954

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 North Larrabee Street
Portland 12, Oregon

Dear Sir:

In response to your letter of April 27, instructions have been given to oil the gravel slopes at Arlington.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc Mr. H. G. Smith
Mr. A. F. Parson

HGS: fp

ASSIGNMENT

Date: April 29, 1954 No. 5037 By wcw

Description: Letter of April 27 by E. F. Kidder regarding slopes above the retaining wall on the highway construction east of Arlington, which slopes were covered with gravel for stabilization purposes, but which he states is not proving to be satisfactory

Acknowledged by____ Referred to Smith ✓

___ Investigate and report with recommendation
X Such action as necessary and report
___ Comment or recommendation
___ Return with rough draft of reply
___ Prepare reply for signature of Mr.________
___ Contact correspondent and report

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

Executed 5-10-54 Report Received__________

[illegible]

Form 2552
6-53-150M

UNION PACIFIC RAILROAD COMPANY

2525 North Larrabee Street
Portland 12, Oregon
April 27, 1954

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Referring to the new highway construction Arlington east.

The slopes above the retaining wall which was constructed on railroad right of way were covered with gravel, which contemplated that this would stabilize the light soil and blow sand and eliminate erosion. However, this has not proved effective and the gravel materials are gradually running down over the retaining wall onto the railroad right of way and leaving the slopes exposed to wind erosion.

It is my thought that the slopes should be oiled; otherwise trouble may be experienced in the not too distant future.

Yours very truly,

EFKidder
E. F. Kidder,
Division Engineer.

EFK/f

[illegible] 1954

RECEIVED
1953
FOR FILING
11-2019-4
3787

September 9th, 1953

FINAL COST ANALYSIS

Middle Unit, Arlington-Heppner Jct. Section
~~Contract #3787~~
Fencing
Carl Anderson, Contractor
John H. Walker, Resident Engineer

Columbia River Highway
Prefix 11-2019

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Woven Wire & Metal Post Fence	3,943.8	Rod	$3.38	$2.86	$11,280.86	$13,330.04
14' x 42" Steel Gates	11	Each	35.00	36.65	403.13	385.00
PA #1, Purchase Excess 6' 6" Self-fastener Angle Posts	170	"	0.6619	0.6619	112.52	112.52
PA #1, Purchase Excess 80-Rod Spools of 14-Ga. Galv. Barbed Wire	9	Spool	5.49	5.49	49.41	49.41
PA #1, Purchase Excess 20-Rod Rolls of Field Fence	4	Roll	9.52	9.52	38.08	38.08
					$11,884.00	$13,915.05

Gross Revenue	$13,915.05
Total Cost	11,884.00
Net Profit	$ 2,031.05

Net Profit Equals 14.6% of Gross Revenue

NOTED
State Highway Engineer

1953

Middle Unit, Arlington-Heppner Jct.
Contract #3787

Detail of Cost

Labor:

Labor & Supervision		$3,327.00	
Labor Insurance		226.20	
			$ 3,553.20

Materials:

Metal Fence Posts	4,214 Each at $0.6619	$2,789.25	
Metal Angle Corner Posts	38 " " 7.07	268.66	
Metal End Braces	28 " " 5.14	143.92	
Barbed Wire	160 Spools at 5.49	878.40	
Field Fence	206 Rolls " 9.52	1,961.12	
Metal Gates	11 Each " 21.20	233.20	
Class "A" Concrete Ready Mix	29 Cu. Yd. at 23.60	684.40	
			6,958.95

Equipment Rental & Misc. Supplies:

Equipment Rental, Owned	$ 290.80	
" " , Hired	146.00	
Gas, Oil & Grease	375.00	
Misc. Supplies	146.95	
Bond	104.36	
P.L. & P.D.	173.74	
General Overhead	135.00	
		1,371.85

Total Cost $11,884.00

Middle Unit, Arlington-Heppner Jct.

Remarks:

This was a "State Project" for the construction of 3,943.8 rods of right of way fence and 11 steel gates on the Middle Unit, Arlington-Heppner Jct. Section of the Columbia River Highway in Gilliam County.

This contract was bid and awarded August 19th, 1953; work started February 9th, 1953, and was completed April 20th, 1953.

The contractor moved in his equipment and started clearing boulders and cutting down small mounds of earth and sagebrush that was in the fence line with a D-8 cat and dozer. One pickup truck was used to haul to and distribute the posts and wire throughout the job. Posts were driven by three men using a pipe type hammer, averaging about 115 rods per day. A 60 C.F.M. compressor was used to drill post holes where rock was encountered. After the posts were in place the barbed wire was then installed, followed by the woven wire. The average was about 200 rods per day.

With fair bid prices and good production the contractor was able to show a good profit.

E. H. Clymer
Chief Cost Analyst

By . . C. E. Layton

RECEIVED
JUL [illegible] 1953
FOR FILING

11 [illegible]

July 10, 1953

Mr. E. F. Kidder, Division Engineer
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Dear Sir:

Reference is made to your letter of June 30 relative to railroad crossing signals on the Arlington-Heppner Junction Section of the Columbia River Highway at Arlington.

The signals to be installed at the railroad crossing are not a part of the Bureau of Public Roads project, and the entire cost of the signals is to be paid for by the State, such payment to be in conformance with the agreement now being executed between the State and the Railroad Company.

This letter is your authority to proceed with the requisition of necessary materials and placement of the signals, for which reimbursement will be made by the State Highway Commission upon proper billing.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW:mo

Form 2552
2-52-150M

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 North Larrabee Avenue
Portland, 12, Oregon

June 30, 1953

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams,
Assistant State Highway Engineer

Dear Sir:

Re: Arlington-Heppner Jct. Section
Columbia River Highway

In the past, the Railroad has experienced difficulty, in other states, in collecting Federal Aid on crossing protection projects because it did not have a letter from the State that specifically authorized the Railroad to proceed with the project.

The agreement between the State and the Railroad covering the subject project, including the grade crossing protection, is now in the course of preparation. However, if it is within bounds to authorize proceeding in the signal installation in advance of a review by the Bureau of Roads, such authority will permit the placing of requisition for signal material that is in on slow delivery.

Very truly yours,

E. T. KIDDER
Division Engineer

RECEIVED
[illegible] 1953
STATE [illegible]

2

FORM E-90 37,000 4-52 69906

11-2019 408

787

3948

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 5, 1953

SUBJECT: Assignment #3948

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

I am returning your Assignment #3948 in connection with the proposed resolution for adoption by the City of Arlington consenting to the closure of certain streets and alleys along the Columbia River Highway throughway in Arlington. The city has refused to sign the proposed resolution.

I am holding copies of the unsigned resolution in this office pending further developments.

No furter action contemplated at this time. WCW

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

RHP:MM
Att.

RECEIVED
JUN 5 1953
OFFICE OF
STATE HIGHWAY ENGINEER

No. 3948
By WCW

ASSIGNMENT

Date: **January 15, 1953**

Description: **Letter of January 13 and six copies of proposed resolution to be adopted by City of Arlington re consent to closure of certain city streets in connection with Arlington-Heppner Junction Section of Columbia River Highway**

Acknowledged by _____ Referred to ___**Cattrall**________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ________________ signature

W. C. Williams

[illegible]

Assignment executed ___6-5-53___ Report received ________

Remarks: **For execution by City.**
WCW

FORM E-30 37,500 4-52 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 13, 1953

[illegible] RETURN TO
W. C. WILLIAMS

SUBJECT:

To:

Mr. W. C. Williams
Assistant Highway Engineer
Office

Dear Sir:

Herewith you will find the original and five copies of the proposed Resolution which is to be adopted by the Common Council of the City of Arlington and relates to the said Common Council giving its consent to the closure of certain city streets, alleys and roads under their jurisdiction in connection with the construction of the Arlington-Hepner Junction Section of the Columbia River Highway as a throughway.

You will note that three copies of the said Resolution do not have prints attached thereto.

Yours very truly

C. W. ENFIELD
Chief Counsel

By Thomas J Reeder
THOMAS J. REEDER
Assistant Attorney

NOTED
W. C. WILLIAMS

TJR:hg
Enc.

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 3, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
11-2017-408 3787	5-final	CARL ANDERSON

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
12220	R-70229	$ 517.45	July 2, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: April 30, 1953

Time Extensions: None

Completion Date: April 20, 1953

Date Accepted: May 18, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-7-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer
H. B. Glaisyer
Secretary

Release arrived too late for PM mail on 7th.

Warrant Mailed: [illegible] 1953

A. A. Wicklander

NOTED ON CARD
[illegible]

RECEIVED
JUN 3 - 1953
FOR FILING

3787

June 1, 1953

[illegible]. Talbot Sinclair, Manager
U. S. Fidelity & Guaranty Co.
201 Portland Trust Bldg.
Portland, Oregon

Gentlemen:

State Highway Contract No. 3787 for fencing on the Middle Unit, Arlington-Heppner Junction Section of the Columbia River Highway in Gilliam County was completed by the contractor, Carl Anderson, on April 20, 1953 and was formally accepted by the Highway Commission on May 18, 1953.

Final payment in the amount of $517.45 will be released to the contractor on or after June 11, 1953. The total contract amount is $13,915.05 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

NOTED ON CARD

RECEIVED
MAY 13 1953
FOR FILING

May 13, 1953

United States Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
201 Portland Trust Building
Portland, Oregon

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Carl Anderson in connection with contract No. 3787, for fencing on the Middle Unit, Arlington-Heppner Junction Section of the Columbia River Highway, Gilliam County.

This payment, in the amount of $1,271.18, will be released to the contractor on or after May 23, 1953. The retained percentage is $517.45.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

~~Floyd Query, Acting~~ Secretary

gl

cc:

NOTED ON CARD

Form E-1—10M—11-51

11-2019-408

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 24, 1953

Section "Middle Unit", Arlington – Heppner Junction

Kind of work Fencing

Highway Columbia River

Section prefix 11-2019-408

Contractor Carl Anderson

Contract number 3787

Date of contract August 19, 1953

Date of completion April 30, 1953

Date work started February 9, 1953

Estimated date of completion April 20, 1953

Amount of contract $ 14,348.00

Per cent of time elapsed 97.6 %

Estimated cost of completed project, exclusive of engineering $ 13,915

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 1000, 87.1 %

Date project was completed April 20, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed final cleanup work on project and moved out on Monday of this week.

NOTED
FORREST COOPER

RECEIVED
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed Resident Engineer

Address Boardman, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	Fencing	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	7.4				
Miles partially completed	7.4				
Miles completed	7.4				
Total estimated quantities	3,940 Rods				
Estimated quantities moved or placed to date	3,940 Rods				
Average daily quantities	-				
Average daily quantities necessary to complete project on time	-				
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	1				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers .... Pickup . 1 ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy & Windy		
Tuesday	Fair		
Wednesday	Rain		
Thursday	Cloudy		
Friday	Cloudy		
Saturday			

State Printing 53382

RECEIVED
FOR FILING

11-[illegible]

57

September 25, 1952

Mr. Carl Anderson
R.F.D. #3, Abbott Road
Walla Walla, Wash.

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3787, which was awarded to you on August 19, 1952 by the State Highway Commission, for fencing on the Middle Unit of the Arlington-Heppner Junction Section of the Columbia River Highway in Gilliam County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING

August 20, 1952

Mr. Carl Anderson
Route 3, Abbott Road
Walla Walla, Washington

Dear Mr. Anderson:

The State Highway Commission on August 19, 1952 awarded to you State Highway Contract No. 3787 for construction of 4,000 rods of fencing on the Middle Unit, Arlington-Heppner Junction Section of the Columbia River Highway about 2 miles east of Arlington in Gilliam County. This award was based on your bid of $14,348.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

14-1027 Whiskey Cr. Sec. of the Mt. 1952
Hood Hwy. about 2 miles south
#3788 of Hood River

RECEIVED
FOR FILING
FORM E-30 25M 9-51 52315

14-1-7

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 2, 1953

SUBJECT:

To:
Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

Herewith a copy of a letter received yesterday from Mr. Kenneth E. Roberts of the Pacific Indemnity Company, together with the original of an executed release of all claims covering the claim of Mr. H. O. McMains against B. M. Emery relative to State Highway Contract No. 3788.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Robert L. May Jr.
ROBERT L. MAY, JR.
Assistant Counsel

RLM:avh
Encl.

NOTED
H. B. GLAISYER

REFERRED TO
Query - Mrs Lewis
BY SECRETARY

note & record on card
then file

NOTED
F. QUERY

[illegible]

RELEASE OF ALL CLAIMS

In consideration of the payment by BYRON M. EMERY, doing business as B. M. Emery Company, and the PACIFIC INDEMNITY COMPANY to the undersigned of the sum of Five Hundred and no/100 ($500.00) Dollars, the undersigned does hereby release and forever discharge BYRON M. EMERY, doing business as B. M. Emery Company, and the PACIFIC INDEMNITY COMPANY from any and all claims that the undersigned has or may have against BYRON M. EMERY, doing business as B. M. Emery Company, and the PACIFIC INDEMNITY COMPANY for labor and/or materials furnished by the undersigned to BYRON M. EMERY, doing business as B. M. Emery Company, in the prosecution of work for the Oregon State Highway Department, State of Oregon, on the construction of the Whiskey Creek Section of the Mt. Hood Highway, Hood River County, Oregon, under Contract No. 3788.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 18th day of November, 1953.

H. O. McMains

Subscribed and sworn to before me this 18th day of November, 1953.

Ruby Muller
Notary Public for Oregon
My Commission Expires: Oct. 2, 1957

ROBERT T. MAUTZ
CALVIN N. SOUTHER
BRUCE SPAULDING
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
JOHN R. SABIN

WILBUR, MAUTZ, SOUTHER & SPAULDING
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

R. W. WILBUR
1892-1952
H. B. BECKETT
1912-1950

November 30, 1953

RECEIVED
DEC 1 1953
LEGAL DEPT.

Mr. Robert L. May, Jr.
Assistant Counsel
Oregon State Highway Department
Salem, Oregon

Re: Contract No. 3788

Dear Mr. May:

This will acknowledge receipt of your letter of November 10, 1953, and enclosures.

I am enclosing at this time a copy of the release of all claims which has been signed by Mr. McMains, who filed a claim against Mr. Emery.

As this concludes this matter, I would suggest that your file can now be closed.

Very truly yours,

Kenneth E. Roberts

Kenneth E. Roberts

KER:nt
Encls.

RECEIVED
NOV 1 8 1953
FOR FILING

[illegible]

[illegible]

Mrs Lewis

Salem, Oregon
November 12, 1953

C. H. Maison
Auditor

Dear Mr. Maison:

I attach hereto for your information a signed copy of release agreement bearing the signature of H. O. McMains with respect to his claim against B. M. Emery Company arising out of State Highway Contract No. 3788 for construction of the Whiskey Creek Section of the Mt. Hood Highway in Hood River County; also attached is a signed copy of a release from B. M. Emery Company with respect to payment of the final estimate in connection with this job; also attached is a copy of a letter Mr. Robert L. May, Jr., Assistant Counsel, directed to Wilbur, Mautz, Souther & Spaulding, attorneys for the United Pacific Bonding Company, surety on the bond furnished by B. M. Emery Company in connection with its job.

Please note the last paragraph of Mr. May's letter with respect to the release of final payment. In view of Mr. May's letter and the releases received from Mr. McMains and Mr. Emery, you are hereby authorized to send the warrant representing such final payment to Wilbur, Mautz, Souther & Spaulding on Monday or Tuesday of next week, November 16 or 17, attention Mr. Kenneth E. Roberts, unless in the meantime you are advised to the contrary by this office.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

NOTED ON CARD

[illegible]

cc: F. Query
Robert L. May

Mr. Query:

The three papers mentioned in the above letter are attached hereto for your information. Please have Mrs. Lewis record them on the card for this job and then they may be forwarded to the General Files.

HBG

FORM E-123 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

November 10, 1953

Wilbur, Mautz, Souther & Spaulding
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Contract No. 3788

Attention: Mr. Kenneth E. Roberts

Gentlemen:

The Highway Commission is at the present time holding a final payment due B. M. Emery on the above contract pending settlement of a claim made by Mr. H. O. McMains.

A few days ago Mr. Emery came to this office and requested that his final payment be released. Mr. Emery executed a Release authorizing the Commission to forward the final payment to United Pacific Bonding Company, attention Mr. Victor S. Risley, and authorized settlement of Mr. H. O. McMains' claim for $500.00. An executed copy of Mr. Emery's Release is enclosed herewith.

On November 6, 1953, Mr. H. O. McMains came to this office and agreed to accept the sum of $500.00 in full settlement of his claim. He further authorized the Highway Commission to release to Mr. Emery, or his surety, all monies due and owing by reason of Contract No. 3788. An executed copy of Mr. Emery's Release Agreement is enclosed herewith.

In my telephone conversation of recent date with Mr. Roberts I was advised that your firm represents the United Pacific Bonding Company and that Mr. Victor S. Risley works closely with you. In accordance with the authorizations received from Mr. Emery and Mr. McMains and your office, we will forward the final payment due on Contract No. 3788 to your office unless otherwise advised by you.

Our Accounting Division will be advised that the final payment may be released. If the above procedure is not satisfactory to you, please advise by telephone; otherwise, you may anticipate receiving final payment by the early part of next week.

Yours very truly,

C. W. ENFIELD
Chief Counsel
By

ROBERT L. MAY, JR.
Assistant Counsel

NOTED
H. B. GLAISYER

RLM:avh
cc - H. B. Glaisyer
Victor S. Risley

RLM:avh [illegible]5/53

RELEASE AGREEMENT

THIS RELEASE AGREEMENT executed this 6th day of November, 1953, by H. O. McMAINS;

W I T N E S S E T H :

RECITALS OF FACT:

1. Pursuant to the provisions of O. C. L. A., § 98-101, the undersigned filed with the Secretary of State a Notice of Claim against B. M. Emery for labor and materials furnished the said B. M. Emery for the prosecution of the work provided for under State Highway Contract No. 3788, said Notice of Claim is as follows:

> "NOTICE IS HEREBY GIVEN that the undersigned, H. O. McMains has a claim for the contract price and reasonable value of excavating and moving rock and dirt on the Whiskey Creek Section of the Mt. Hood Highway, Hood River County, Oregon, under State Highway Contract No. 3788, in the sum of ONE THOUSAN AND NO/100 Dollars, ($1,000.00) against the bond taken by B. M. Emery, principal, and Pacific Indemnity Company, care of Durham and Bates, Agents, 901 S. W. Washington Street, Portland, Oregon, as surety, for the work or removing earth and rock from a cut at a flat price of ONE THOUSAND AND NO/100 Dollars ($1,000.00), the said B. M. Emery to pay the cost of hauling claimant's equipment to the job and dynamite and loosen the rock and earth, so that it would be loose enough to be picked up by claimant's power shovel and equipment.
>
> "Dated July 20, 1953.
>
> H. O. MC MAINS
> H. O. McMains"

2. The undersigned is willing to accept the sum of FIVE HUNDRED and NO/100 ($500.00) DOLLARS in full payment of all claims of whatsoever nature or kind against the State of Oregon, the State Highway Commission, its members, officers and employees, and B. M. Emery, and the Pacific Indemnity Company, arising out of said State Highway Contract No. 3788.

RLM:avh [illegible]/53

3. The undersigned desires that all monies due and owing B. M. Emery by the State of Oregon, by and through its State Highway Commission, by reason of said State Highway Contract No. 3788, be released and paid by the State of Oregon, by and through its State Highway Commission, to B. M. Emery.

NOW, THEREFORE, the facts being generally as stated above, and in consideration of the release and payment by the State of Oregon, by and through its State Highway Commission, of all monies due and owing B. M. Emery by reason of State Highway Contract No. 3788, I, the undersigned, H. O. McMAINS, agree as follows:

1. I hereby agree to accept the sum of FIVE HUNDRED and NO/100 ($500.00) DOLLARS in full payment and discharge of all claims of whatsoever nature or kind which I may have against B. M. Emery arising out of State Highway Contract No. 3788, and particularly that certain claim of which Notice was given to the Secretary of State on or about July 20, 1953, pursuant to the provisions of O. C. L. A., § 98-101.

2. I hereby authorize the State Highway Commission to release and pay to the said B. M. Emery, or his surety, all monies due and owing the said B. M. Emery by the State of Oregon, by and through its State Highway Commission, by reason of State Highway Contract No. 3788.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 6th day of November, 1953.

WITNESS:

Robert S. Hayl

H. O. McMains

3. The undersigned desires that all monies due and owing B. M. Emery by the State of Oregon, by and through its State Highway Commission, by reason of said State Highway Contract No. 3788, be released and paid by the State of Oregon, by and through its State Highway Commission, to B. M. Emery.

NOW, THEREFORE, the facts being generally as stated above, and in consideration of the release and payment by the State of Oregon, by and through its State Highway Commission, of all monies due and owing B. M. Emery by reason of State Highway Contract No. 3788, I, the undersigned, H. O. McMAINS, agree as follows:

1. I hereby agree to accept the sum of FIVE HUNDRED and NO/100 ($500.00) DOLLARS in full payment and discharge of all claims of whatsoever nature or kind which I may have against B. M. Emery arising out of State Highway Contract No. 3788, and particularly that certain claim of which Notice was given to the Secretary of State on or about July 20, 1953, pursuant to the provisions of O. C. L. A., § 98-101.

2. I hereby authorize the State Highway Commission to release and pay to the said B. M. Emery, or his surety, all monies due and owing the said B. M. Emery by the State of Oregon, by and through its State Highway Commission, by reason of State Highway Contract No. 3788.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 6th day of November, 1953.

WITNESS: Robert S. Hayl

H. O. McMains

RELEASE

Re: Contract No. 3788

On the above listed contract there is a final payment due in the amount of $1,359.71, against which a claim in the amount of $1,000.00 has been made by H. O. McMains.

I am advised that Mr. McMains will accept $500.00 in complete settlement of this claim and that Mr. McMains or his attorney, Mr. F. D. Mayer, Lebanon, Oregon, will so indicate in writing to the State Highway Commission.

I hereby authorize the State Highway Commission after receiving the above statement from Mr. McMains or his attorney, Mr. Mayer, to forward the final payment of $1,359.71 to United Pacific Bonding Company, attention Mr. Victor S. Risley, and authorize the payment of $500.00 out of said check to Mr. McMain or his attorney, Mr. Mayer, in accordance with instructions to be received from Mr. McMain or Mr. Mayer.

Dated at Salem, Oregon, this 4th day of November, 1953.

B. M. EMERY COMPANY

By B. M. Emery
B. M. Emery

RECEIVED
OCT 22 1953
FOR FILING

14-10[illegible]

3788

October 21, 1953

Wilbur, Mautz, Souther & Spaulding
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Attention: Mr. Kenneth E. Roberts

Gentlemen:

The only claim that we have recorded against Contract No. 3788, awarded to B. M. Emery Company for work on the Whiskey Creek Section of the Mt. Hood Highway in Hood River County, is the one filed by H. O. McMains in the sum of $1,000.00. The contract was completed August 10, 1953, and accepted by the Commission September 24, 1953. We are withholding final payment in the amount of $1,359.71 pending adjustment or satisfaction of Mr. McMains' claim.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

ROBERT T. MAUTZ
CALVIN N. SOUTHER
BRUCE SPAULDING
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
JOHN R. SABIN

WILBUR, MAUTZ, SOUTHER & SPAULDING
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

R. W. WILBUR
1892-1952
H. B. BECKETT
1912-1950

October 20, 1953

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Department
Salem, Oregon

Re: B. M. Emery Co.
Bond No. C500977
Claim No. 8833
Contract No. 3788
Whiskey Creek Section of the
Mt. Hood Highway in Hood River County, Ore.

Dear Mr. Glaisyer:

According to my records, all the creditors on this job have now been paid and the only claim outstanding is that of Mr. McMain. Mr. McMain has given notice of claim in the amount of $1000.00 and I understand that Mr. Emery's personal attorney is trying to negotiate settlement of that claim.

Would you kindly advise me how much money is being retained by the State of Oregon on the contract and also whether there has been an acceptance of the job by the state.

Very truly yours,

Kenneth E. Roberts
Kenneth E. Roberts

KER:nt $1357.71

REFERRED TO Yeary
BY SECRETARY
[illegible]

RECEIVED
OCT 21 1953
OREGON
STATE HIGHWAY COMMISSION

FOR FILING

14-1027

OREGON STATE HIGHWAY DEPARTMENT

October 1, 1953
(date)

3788	12-Final	B. M. Emery Co.
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)

19006	B-77166	$ 1,359.71	9/30/53
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

J. S. Herr
ACCOUNTING DIVISION

Warrant was sent 11-17-53
To Mrs William Smith,
To Schilling & Spaulding
To attorney of Kenneth E. Roberts
(IR)

NOV 17 1953

Specified completion Date: Sep. 30, 1953

Time Extensions: None

Completion Date: Aug. 10, 1953

Date Accepted: Sep. 24, 1953

Penalties: None of record

Claims: None outstanding of record

Remarks:

Date: 11-16-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

[illegible] ON CARD
11-17-53

Warrant Mailed: NOV 17 1953
~~NOV [illegible]~~
A. A. Wicklander

RECEIVED
SEP 15 1953
FOR FILING

14-12-1

3788

September 14, 1953

Pacific Indemnity Co.
240 Henry Bldg.
Seattle, Washington

Gentlemen:

State Highway Contract No. 3788 for work performed on the Whiskey Creek Section of the Mt. Hood Highway in Hood River County was completed by the contractor, B. M. Emery Co., on August 10, 1953 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $1,359.71 will be released to the contractor after acceptance by the Commission, providing outstanding claim has been satisfied and this office advised. The total contract amount is $46,018.18, of which amount $811.87 represents force account items.

There is a claim filed against this project by H. O. McSwains for moving rock and dirt in the sum of $1,000.00, of which you have been previously notified.

We are sending you this notice as you appear as the surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland, Oregon

NOTED ON CARD

FORM E-128X 37,000 4-

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

FOR FILING

14-1027

3788

September 9, 1953

Mr. Victor Risley
901 S. W. Washington Street
Portland, Oregon

Dear Sir:

On August 27 we mailed to you for signature as instructed a semi-final Estimate Voucher in the amount of $2,147.49 on Contract No. 3788 with B. M. Emery Company. I now enclose for signature a final Estimate Voucher on the same contract in the amount of $1,359.71. Please note that this final voucher requires signature on the voucher certificate and that also the attached final release form is to be signed before a notary public.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By: Carl F. Smith

Carl F. Smith
Claims Supervisor

CFS:mh

Enclosures

cc: H. B. Glaisyer

NOTED
H. B. GLAISYER

NOTED
F. QUERY

[illegible] NOT [illegible]

RECEIVED
FOR FILING

H-1639
2777

query - no liens
notes on card

September 4, 1953

Mr. James A. Gittinger
Superintendent
Pacific Indemnity Company
3450 Wilshire Blvd.
Los Angeles 5, California

Dear Mr. Gittinger:

This acknowledges receipt of your letter of September 2, 1953 authorizing release of the semi-final payment, Estimate No. 11, in connection with the contract awarded B. M. Emery Company by the State Highway Commission for construction of the Whiskey Creek Section of the Mt. Hood Highway, Hood River County, Oregon.

We will be pleased to comply with your request and will mail the check to the B. M. Emery Company, c/o Mr. Victor S. Risley, Vice-president, Durham & Bates, 901 S. W. Washington Street, Portland 5, Oregon.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Mr. Kenneth E. Roberts
Wilbur, Mautz, Souther & Spaulding
Portland 4, Oregon

Mr. Gerry L. White, Manager
Pacific Indemnity Company
240 Henry Building
Seattle, Washington

[illegible]
9-4-53

PACIFIC INDEMNITY COMPANY

LOS ANGELES

JAMES A. GITTINGER
SUPERINTENDENT
FIDELITY AND SURETY
CLAIM DEPARTMENT

EUGENE L. STOCKWELL, PRESIDENT

~~621 SOUTH HOPE STREET LOS ANGELES 17~~
3450 WILSHIRE BOULEVARD, LOS ANGELES 5

September 2, 1953

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Department
Salem, Oregon

Re: Claim 8833 - Bond 500977
BYRON M. EMERY, AN INDIVIDUAL dba B. M. EMERY CO.
State of Oregon --- Contract 3788

Dear Mr. Glaisyer:

This letter will serve as your authority to issue your check in the sum of $2,147.49, covering Estimate No. 11 on the above contract, payable to B. M. Emery Company, and to mail your check in said amount to B. M. Emery Company, c/o Victor S. Risley, Vice-president, Durham & Bates, 901 S. W. Washington Street, Portland 5, Oregon.

Very truly yours,

James A. Gittinger
JAMES A. GITTINGER
Superintendent

JAG:dp

cc - Mr. Kenneth E. Roberts
Wilbur, Mautz, Souther & Spaulding
Portland 4, Oregon

Mr. Gerry L. White, Manager
Seattle, Washington

RECEIVED
SEP 3 1953
OREGON
STATE HIGHWAY COMMISSION

9-2-53

AIR MAIL

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
SEP 8 1953
FOR FILING

[illegible]

[illegible]

September 4, 1953

Query - McMains
notice card

Mr. Kenneth E. Roberts
Attorney at Law
Wilbur, Mautz, Souther & Spaulding
Board of Trade Building
Portland 4, Oregon

Dear Mr. Roberts:

This is simply to acknowledge receipt of your letter of September 2, 1953 with further reference to the B. M. Emery Company's Contract with the State Highway Commission for construction of the Whiskey Creek Section of the Mt. Hood Highway, Hood River County, State Highway Contract No. 3788.

In the first paragraph of your letter you mention that you have requested the Los Angeles office of the Pacific Indemnity Company to write me authorizing the release of the semi-final payment to the B. M. Emery Company in the sum of $2,147.49 and to mail the check to that company, in care of Mr. Victor Risley, Durham & Bates, Portland, Oregon. I have received in today's mail the letter to which you refer. I am, therefore, today authorizing the Auditor to release the semi-final payment and to mail the check to the B. M. Emery Company, care of Mr. Victor Risley.

The final payment covering the balance of retained percentage will not be released until the claim of Mr. McMains has been settled and satisfactory evidence thereof received in this office.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Mr. Victor Risley
c/o Durham & Bates
Portland, Oregon

C. H. Maison

NOTED ON CARD
9-4-53

Mr. Maison:

You are hereby authorized to release the semi-final payment in connection with this job, however, as stated in the above letter, we will not release further payments until the McMains' claim has been satisfied and you are advised accordingly. HBG

ROBERT T. MAUTZ
CALVIN N. SOUTHER
BRUCE SPAULDING
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
JOHN R. SABIN

WILBUR, MAUTZ, SOUTHER & SPAULDING
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

R. W. WILBUR
1892-1952
H. B. BECKETT
1912-1950

September 2, 1953

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Department
Salem, Oregon

Re: B. M. Emery Co.
Bond No. C500977
Claim No. 8833
Contract No. 3788
Whiskey Creek Section of the
Mt. Hood Highway in Hood River County, Ore.

Dear Mr. Glaisyer:

I have requested the Los Angeles office of the Pacific Indemnity Company to write you a letter authorizing you to release the semi-final payment in the sum of $2147.49 to B. M. Emery Company and mail the draft to that company c/o Mr. Victor Risley, Durham & Bates, Portland, Oregon.

As you know, there is only one claim filed and that is by H. O. McMains and that is in the sum of $1000.00. I wish to advise you that Mr. Emery is represented by his own personal attorney, a Mr. Norman Kobin, Portland Trust Building, Portland, Oregon, and I understand that he has instructed Mr. Kobin to file a counterclaim if Mr. McMains decides to file an action in order to recover the amount of his claim. Apparently, Mr. Emery feels that Mr. McMains breached his contract and consequently Mr. Emery sustained damage thereby.

I understand through Mr. Kobin that Mr. McMains has offered to settle his claim for $500.00 at this time and it would appear to me that the amount of the retainage of $1381.19 is ample to cover the present claim presented by Mr. McMains.

ANSWERED
H. B. GLAISYER

I understand from your letter of August 28, 1953, to the Seattle office of the Pacific Indemnity Company that you will release the semi-final payment and that you will not insist that the McMains claim be disposed of before releasing the semi-final payment, as the amount of the retainage is sufficient to cover that claim.

Very truly yours,

Kenneth E. Roberts

KER:nt

cc. Mr. Gerry L. White
Swett & Crawford
240 Henry Building
Seattle 1, Washington

cc. Mr. James A. Gittinger
Pacific Indemnity Company
3450 Wilshire Boulevard
Los Angeles 5, California

cc. Mr. Victor Risley
Durham & Bates
901 S. W. Washington Street
Portland 5, Oregon

RECEIVED
SEP 3 1953
OREGON
STATE HIGHWAY COMMISSION

9-2-53, gC

RECEIVED
1953
FOR FILING

14-

3788

September 2, 1953

Mr. F. D. Mayer
Attorney At Law
F. D. Mayer Office Bldg.
Lebanon, Oregon

Dear Mr. Mayer:

Reply is made to your letter of August 29, 1953 concerning the claim of H. O. McMains against B. M. Emery arising out of Mr. Emery's contract with the State Highway Commission, State Highway Contract No. 3788, for construction of the Whiskey Creek Section of the Mt. Hood Highway, Hood River County. You request advice as to the status of the money yet to be paid Mr. Emery in connection with this job and as to the procedure usually followed by the State Highway Department and the Secretary of State in connection with claims against contractors on highway work.

I have checked with our Accounting Division and find that there is still owing to B. M. Emery Company as of this date semi-final payment in the amount of $2, 147.49 and final payment in the approximate amount of $1, 359.71, making a total of approximately $3, 507.20. The amount of the final payment is approximate and is subject to slight change depending on a check of the final engineering field notes, but it should not vary greatly from the amount stated above.

As to the procedure followed by the State Highway Commission in the making of payment to contractors where claims have been filed against the job, I wish to say that it has been the longstanding practice of this department to withhold monies due to contractors until the claims have been satisfied and this office advised. It is our present intention to follow such procedure in connection with this contract.

As to the procedure that is followed by the Secretary of State, I am not advised, but I suggest that you make inquiry direct to his office regarding it.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

B M Emery Co.
Contract 3788

Semi final pay't	$2147.49
Final "	1359.71
Total unpaid as of 9-2	$3507.20

On 8-28-53 we wrote to surety saying Semi Final would be paid on or after 9-18 providing we had notice that McMains claim had been satisfied (This claim is for $1000 & is the only unpaid claim we have recorded)

REFERRED TO [illegible]
BY SECRETARY

[illegible]

F. D. MAYER
ATTORNEY AT LAW
F. D. MAYER OFFICE BUILDING
LEBANON, OREGON

August 29, 1953

3788

Mr. H. B. Glaisyer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

With further reference to the claim of H. O. McMains against B. M. Emery on the Whiskey Creek Section of the Mt. Hood Highway, contract No. 3788, please be advised that Mr. Emery's attorney now informs us that he has gone into the Navy, and will be there for as long as eighteen months.

Because of those circumstances, Mr. Emery's attorney is offering us about one-third of what we claim to be due.

Can you advise me as to the status of the money to be paid Mr. Emery on this contract, and what procedure is usually followed by your department or the Secretary of State in a situation of this kind?

Thanking you in advance, I am,

Very truly yours,

FDM:bw

ANSWERED
H. B. GLAISYER

RECEIVED
SEP 2 1953
FOR FILING

14-10[illegible]

3788

Mrs Lewis
note on card
8005

August 28, 1953
Salem, Oregon

Mr. G. H. Mason, Manager
Account Department

On August 26 we delivered to Mr. Victor Risley, B. M. Emory Company, a check in the amount of $11,328.58 being the amount payable on estimate No. 10 on Contract No. 3788.

Attached is a copy of a telegram and a letter concerning the release of payments on this contract. Due to the fact that there is a claim filed against this contract, please withhold future payments until we can advise you further.

Secretary

FA:nr

NOTED ON CARD

Mrs Lewis

[illegible] 26, [illegible]

[illegible]

NOTED ON CARD

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

W. P. MARSHALL, PRESIDENT

SYMBOLS

DL=Day Letter
NL=Night Letter
LT=Int'l Letter Telegram
VLT=Int'l Victory Ltr.

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA106 LA241

L.WSA037 PD.WS LOS ANGELES CALIF 26 1102AMP. [illegible] 12 02

H B GLAISYER. OREGON STATE HIGHWAY DEPT
SALEM ORG.

:PLEASE RELEASE MONEY DUE ON EMERY CONTRACT WITH EXCEPTION OF RETAINED PERCENTAGE TO B EMERY CO. C/O VICTOR S. RISLEY. DURHAM & BATES. 901 S. W. WASHINGTON ST. PORTLAND 5. OREGON:

:ROBERT M GRUM PACIFIC INDEMNITY CO.

[illegible] ON CARD

8-26-53

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Byron M. Emery

PHONE ATWATER 4838

B. M. EMERY CO.
General Contractors
901 S. W. King Avenue § PORTLAND 5, OREGON

Aug 26, 1953

I, B.M. Emery, hereby authorize Victor S. Risley of Durham and Bates, to receive my 10th estimate check and all future retainage checks from the Oregon State Highway Commission.

Signed

Byron M. Emery

RECEIVED
[illegible]
FOR FILING

14-11[illegible]

3777

August 28, 1953

Pacific Indemnity Company
240 Henry Bldg.
Seattle, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to B. M. Emery Co. in connection with contract No. 3788, for grading and surfacing on the Whiskey Creek Section of the Mt. Hood Highway in Hood River County.

This payment, in the amount of $2,147.49, will be released to the contractor on or after September 8, 1953, providing outstanding claim is paid and this office advised. The retained percentage is $1,381.19.

There is a claim filed against this project by H.O. McMains for moving rock and dirt in the sum of $1,000, of which you have been previously notified.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington St.
Portland, Oregon

NOTED ON CARD

RECEIVED
1953
FOR FILING

14-[illegible]

3[illegible]

Lewis

August 27, 1953

Wilbur, Mautz, Souther & Spaulding
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Attention: Mr. Kenneth E. Roberts

Gentlemen:

This is in reply to your letter of August 21 concerning the release of funds due on State Highway Contract 2798 awarded to B. [illegible]. Emery Company for grading and surfacing the Whiskey Creek section of the Mount Hood Highway in Hood River County.

Mr. Victor S. Finley, Vice-President of Durham & Bates, was in my office yesterday, and we turned over to him the check for estimate No. 10 on this construction in the amount of $11,528.58.

There is still retained on this contract an amount of approximately $[illegible] which may be more or less slightly when the final estimate is computed.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]:mr

cc Mr. Victor S. Finley
c/o Durham & Bates
901 S. W. Washington St.
Portland, Oregon

Mr. Robert [illegible]. Crum
Pacific Indemnity Co.
[illegible] Wilshire Boulevard
Los Angeles 5, California

Mr. Norman B. Kobin
Attorney at Law
Portland Trust Building
Portland 4, Oregon

NOTED ON CARD

NORMAN B. KOBIN
ATTORNEY AT LAW
PORTLAND TRUST BUILDING
PORTLAND 4, OREGON

SUITE 311-314
WASHINGTON AT THIRD AVENUE

TELEPHONE
BEacon 1108

August 24, 1953

#3788

H. B. Glaisyer
Secretary
Oregon State Highway Department
Salem, Oregon

Re: B. M. Emery Co.
Whiskey Creek Job

Dear Sir:

The writer represents B. M. Emery Co.

To confirm letter of Kenneth E. Roberts, attorney for Pacific Indemnity Co., surety on my client's bond, you are requested to release all moneys due, with the exception of the retained percentage, to B. M. Emery Co., and to mail the same in care of Victor S. Risley, of Durham and Bates, 901 S. W. Washington St., Portland, Oregon.

Very truly yours,

N B Kobin

Norman B. Kobin

withheld 3528.68 = 7% on est. #10
11528.58 paid on est 10, 8-11-53

1381.19 = 3%

NBK:CG
CC: Kenneth E. Roberts
Attorney at Law
Board of Trade Building
Portland 4, Oregon

Victor Risley
c/o Durham & Bates
901 S. W. Washington St.
Portland, Oregon

RECEIVED
AUG 25 1953
OREGON
STATE HIGHWAY COMMISSION

[illegible]D ON CARD

ROBERT T. MAUTZ
CALVIN N. SOUTHER
BRUCE SPAULDING
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
JOHN R. SABIN

WILBUR, MAUTZ, SOUTHER & SPAULDING
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

R. W. WILBUR
1892-1952
H. B. BECKETT
1912-1950

August 21, 1953

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Department
Salem, Oregon

Re: B. M. Emery Company Bond
Whiskey Creek
Note Contract # 3758

Dear Mr. Glaisyer:

This will confirm my recent telephone conversation with you regarding the above captioned matter.

I wish to advise that this office has been retained by the Pacific Indemnity Company, the surety on the bond, and I understand that you have previously received a request from the surety that all moneys due B. M. Emery Company on the contract be held up.

This will advise you that it will now be in order for you to release all moneys due the B. M. Emery Company, with the exception of the retained percentage to B. M. Emery Company, and to mail your draft in regard to said sums to B. M. Emery Company, c/o Victor S. Risley, Vice-President, Durham & Bates, 901 S. W. Washington Street, Portland 5, Oregon. ←

I have requested Mr. Norman Kobin, who is representing B. M. Emery Company, to write you a letter authorizing such action as far as his client is concerned.

Very truly yours,

Kenneth E. Roberts
Kenneth E. Roberts

KER:nt

RECEIVED
AUG 24 1953
OREGON
STATE HIGHWAY COMMISSION

cc. Swett & Crawford
240 Henry Building
Seattle, Washington
Attn: Mr. Gerry L. White

cc. Mr. James A. Gittinger
Pacific Indemnity Company
3450 Wilshire Boulevard
Los Angeles 5, California

cc. Mr. Victor Risley
Durham & Bates
901 S. W. Washington Street
Portland 5, Oregon

cc. Mr. Norman Kobin
Attorney at Law
Portland Trust Building
Portland 4, Oregon

Claim #8833
Bond #C50977

Form E-1—10M—11-51

14-1027

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 22, 1953

Section Whiskey Creek

Kind of work Grading & B-11

Highway Mt Hood

Section prefix 14-1027

Contractor B.M.Emery

Contract number 3788

Date of contract August 19, 1952

Date of completion September 30, 1953

Date work started October 6, 1952

Estimated date of completion August 15, 1953

Amount of contract $49,166.21

Per cent of time elapsed 90.4 %

Estimated cost of completed project, exclusive of engineering $49,166.21

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $3,000.00, 80 %

Date project was completed [illegible], 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Job Completed. Final Report

The State bridge crew is repairing the cracks in the 7x7 box culvert.

NOTED
E. A. PEASE

NOTED
B. A. MARTIN

NC
FORREST COOPER

NOTED

RECEIVED
AUG 2[illegible]
OFFICE OF
CONSTRUC[illegible]

Signed J. V. Blickenstaff Res Engr

Address Box 385 Hood River, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

Form E-1—10M—11-51

14-1027

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 22, 1953

Section	Whiskey Creek	Kind of work	Grading & B-11
Highway	Mt Hood	Section prefix	14-1027
Contractor	B.M.Emery	Contract number	3788
Date of contract	August 19, 1952	Date of completion	September 30, 1953
Date work started	October 6, 1952	Estimated date of completion	August 15, 1953
Amount of contract	$49,166.21	Per cent of time elapsed	90.4 %

Estimated cost of completed project, exclusive of engineering $49,166.21

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $3,000.00, 80 % Date project was completed [illegible], 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Job Completed. Final Report

The State bridge crew is repairing the cracks in the 7x7 box culvert.

NOTED
E. A. PEASE

NOTED
B. A. MARTIN

NO E
FORREST CO ER

NOTED

RECEIVED
AUG 2
OFFICE OF
CONSTRU

Signed F. V. Blickenstaff Res Engr

Address Box 385 Hood River, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.29	0.29		0.29	
Miles partially completed					
Miles completed	0.29	0.29		0.29	
Total estimated quantities	23,700	2,900			
Estimated quantities moved or placed to date	23,700	2,900			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday	Fair all Week		
Thursday			
Friday			
Saturday			

State Printing 53382

RECEIVED
AUG 6 1953
FOR FILING

14-1027

3788

August 5, 1953

Salem Heavy Hauling & Equipment Co.
1405 North Front Street
Salem, Oregon

Attention: Mr. W. H. Bush

Gentlemen:

Thank you for your letter of August 3rd advising us that you have received payment in full on your claim against B. M. Emery Company on State Highway Contract No. 3788.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 8-4

NOTED ON CARD

Phone 21924

SALEM HEAVY HAULING & EQUIPMENT CO.

LOCAL AND LONG DISTANCE HEAVY HAULING • EQUIPMENT RENTALS

1405 North Front Street • • • Salem, Oregon

REFERRED TO Query BY SECRETARY

usual letters record on card

August 3, 1953

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Ref: B. M. Emery Company
Oregon State Contract #3788
Whiskey Creek Section

Gentlemen:

On July 6th we wrote you concerning a balance due us in amount of $178.31 by B. M. Emery Company, of Portland, Oregon.

We wish to inform you that as of this date we have received payment in full for our services.

Yours truly,

Salem Heavy Hauling & Equip. Co.

by W. H. Bush

W. H. Bush

wb/b
cc: B.M.Emery Co.

RECEIVED
AUG 4 1953
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
1953
FOR FILING

14-11-1

3788

Lewis

August 5, 1953

Pacific Indemnity Company
240 Henry Building
Seattle, Washington

Gentlemen:

We have today received a letter from Salem Heavy Hauling and Equipment Company concerning their claim in the amount of $178.31 filed against the B. M. Emery Company on State Highway Contract No. 3788 for work on the Whiskey Creek Section of the Mt. Hood Highway in Hood River County. They write as follows:

> ". . . We wish to inform you that as of this date we have received payment in full for our services."

This information is provided as your company appears as surety on the performance bond furnished with the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:md 8/4

cc - Durham & Bates
901 S. W. Washington Street
Portland, Oregon

B. M. Emery Co.
901 S. W. King Avenue
Apartment 212
Portland, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

Williams
Secretary

Phone
2192 4

S A L E M   H E A V Y   H A U L I N G   &   E Q U I P M E N T   C O .

1405 North Front Street . . . . Salem, Oregon

August 3, 1953

NOTED
W. C. WILLIAMS

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Ref: B. M. Emery Company
Oregon State Contract #3788
Whiskey Creek Section

Gentlemen:

On July 6th we wrote you concerning a balance due us in amount of $178.31 by B. M. Emery Company, of Portland, Oregon.

We wish to inform you that as of this date we have received payment in full for our services.

Yours truly,

Salem, Heavy Hauling & Equip. Co.

by /s/ W. H. Bush

W. H. Bush

wb/b
cc: B.M. Emery Co.

COPY

RECEIVED
FOR FILING

14-[illegible]

3788

Mrs Lewis

July 31, 1953

Pacific Indemnity Company
Swett & Crawford
Underwriting Managers
240 Henry Building
Seattle 1, Washington

Attention: Mr. Gerry L. White, Manager
Fidelity & Surety Department

Gentlemen:

We have just received your letter of July 30, 1953 in which you request that no further payments be made to B. M. Emery Company in connection with its contract with the State Highway Commission, Contract No. 3788, for construction of the Whiskey Creek Section of the Mt. Hood Highway, Hood River County, until further advised by you; this is in order that you may have an opportunity to ascertain the amount of unpaid claims against the job, and the amount of money still owing B. M. Emery Company from the State for work performed. We will be glad to comply with your request. Instructions to withhold further payment from this company are being given today to our Auditor.

In the third paragraph of your letter you request information as to how much money B. M. Emery Company has been paid to date -- the amount is $30,982.40 as of July 5, 1953. You ask the amount of the retained percentage -- according to Estimate No. 9 which was dated July 5, 1953, the amount of retained percentage was $3,442.49. You also ask the amount of the balance remaining to complete the job -- our records disclose that the value of the remaining work to be accomplished is $10,453.80.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: C. H. Maison (2)

NOTED ON CARD

Mr. Maison:

Confirming telephone conversation re the above, please withhold further payment to the contractor, B. M. Emery Company, until further advised by this office. HBG

PACIFIC INDEMNITY COMPANY
LOS ANGELES

SWETT & CRAWFORD
UNDERWRITING MANAGERS

240 HENRY BUILDING, SEATTLE 1, WASH.

July 30, 1953

Oregon State Highway Department
Mr. H. B. Glaisyer, Secretary
Salem, Oregon

Gentlemen:

Subject: Bond No.C500977-B. M. Emery Co.

Thanks for your letter of July 24, 1953 notifying us of the claim of $1,000 which has been filed by H. O. McMains for moving rock and dirt on the Whiskey Section of the Mt. Hood Highway at Hood River County known as Highway Contract No. 3788.

In view of this claim it is our understanding that you will not pay out any further money to B. M. Emery Company until satisfactory arrangements have been made for satisfaction of any just claim. We, as Surety, hereby request that you withhold further payment until we have had an opportunity to ascertain the present status of the contract, getting a list of all unpaid bills and finding out how much money B. M. Emery still has coming from the work for the Highway Department. We understand that the work is to be completed this week.

Will you please let us know (1) the amount that has been paid, (2) the amount of retainage, and (3) balance remaining in the contract.

see attached sheet

Your cooperation is appreciated and we thank you very much.

Very truly yours,

Gerry L. White dh

Gerry L. White, Manager
Fidelity & Surety Department

RECEIVED
JUL 31 1953
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

GLW:drh
cc: Durham & Bates, Portland, Oregon
cc: J. A. Gittinger, Claims Dept., Los Angeles, Calif.

Ho Pine Co.

Ruth, please get dope on
contract 3788

No & date of estimate	Amount	~~Retained~~ ~~of [illegible]~~
#9 as of 7-5-53	$30,982.40 total	
[illegible] 10		

amount of Retained % as of last estimate
$3,442.49 - Est #9.

Amount work to be done in $
10,453.00 remains to be done on contract

H

RECEIVED
FOR FILING

14-1[illegible]

3[illegible]

Lewis

July 24, 1953

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: E. Libby

Dear Sir:

We acknowledge your letter of July 21st to which was attached three copies of a claim filed with your office by H. O. McMains against B. M. Emery Company for moving rock and dirt on State Highway Contract No. 3788 in the sum of $1,000.00. This claim bears your file No. 3410.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD
7-24-53

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

July 21, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from F. D. Mayer, Attorney at Law, F. D. Mayer Office Building, Lebanon, Oregon and filed as of this date, a notice of claim by H. O. McMains for the contract price and reasonable value of excavating and moving rock and dirt on the Whiskey Creek Section of the Mt. Hood Highway, Hood River County, Oregon, under State Highway Contract No. 3788, in the sum of $1,000.00 against the bond taken by B. E. Emery, principal, and Pacific Indemnity Company, care of Durham and Bates, Agents, 901 S. W. Washington Street, Portland, Oregon, as surety, for the work of removing earth and rock from a cut at a flat price, the said B. E. Emery to pay the cost of hauling claimant's equipment to the job and dynamite and loosen the rock and earth, so that it would be loose enough to be picked up by claimant's power shovel and equipment. Our file No. 3410.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By
Clerk, Records Division

NF:K
Enc.

RECEIVED
[illegible]
STATE [illegible] SSION

[illegible]

7-21-53

RECEIVED
FOR FILING

14-137

3977

Lewis

July 24, 1953

Pacific Indemnity Company
240 Henry Building
Seattle, Washington

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Mr. F. D. Mayer, Lebanon attorney, in behalf of H. O. McMains against B. M. Emery Company. The claim is in the sum of $1,000.00 for moving rock and dirt on the Whiskey Creek Section of the Mt. Hood Highway in Hood River County known as State Highway Contract No. 3788.

This information is furnished as the Pacific Indemnity Company appears as surety on the performance bond furnished for the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FM:md
Attach.

cc - Mr. F. D. Mayer
Attorney at Law
F. D. Mayer Office Building
Lebanon, Oregon

Durham & Bates
901 S. W. Washington St.
Portland, Oregon

B. M. Emery Co.
901 S. W. King Avenue
Apartment 212
Portland, Oregon

NOTED ON CARD
7-24-53

COPY

NOTICE IS HEREBY GIVEN that the undersigned, R. O. McMains has a claim for the contract price and reasonable value of excavating and moving rock and dirt on the Whiskey Creek Section of the Mt. Hood Highway, Hood River County, Oregon, under State Highway Contract No. 3788, in the sum of ONE THOUSAND AND NO/100 Dollars, ($1,000.00) against the bond taken by B. M. Emery, principal, and Pacific Indemnity Company, care of Durham and Bates, Agents, 901 S. W. Washington Street, Portland, Oregon, as surety, for the work of removing earth and rock from a cut at a flat price of ONE THOUSAND AND NO/100 Dollars ($1,000.00), the said B. M. Emery to pay the cost of hauling claimant's equipment to the job and dynamite and loosen the rock and earth, so that it would be loose enough to be picked up by claimant's power shovel and equipment.

Dated July 20, 1953.

R. O. MC MAINS
R. O. McMains

ENDORSED
File No. 3410
Filed July 21, 1953
EARL T. NEWBRY, Secretary of State

F. D. MAYER
ATTORNEY AT LAW
F. D. MAYER OFFICE BUILDING
LEBANON, OREGON

July 23, 1953

Mr. H. G. Glaisyer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

I enclose herewith a copy of the claim filed with the Office of the Secretary of State.

In acknowledging the filing, the Secretary of State's office state that they are unable to give me information concerning highway contracts, as all highway matters are under your jurisdiction.

I understand, however, that the claims are properly filed with the Secretary of State's office.

Very truly yours,

FDM:bw
Encl.

RECEIVED

query
prepare reply & usual letters
note in card

NOTICE IS HEREBY GIVEN that the undersigned, H. O. McMains has a claim for the contract price and reasonable value of excavating and moving rock and dirt on the Whiskey Creek Section of the Mt. Hood Highway, Hood River County, Oregon, under State Highway Contract No. 3788, in the sum of ONE THOUSAND AND NO/100 Dollars, ($1,000.00) against the bond taken by B. M. Emery, principal, and Pacific Indemnity Company, care of Durham and Bates, Agents, 901 S. W. Washington Street, Portland, Oregon, as surety, for the work of removing earth and rock from a cut at a flat price of ONE THOUSAND AND NO/100 Dollars ($1,000.00), the said B. M. Emery to pay the cost of hauling claimant's equipment to the job and dynamite and loosen the rock and earth, so that it would be loose enough to be picked up by claimant's power shovel and equipment.

Dated July 20, 1953.

H. O. McMains

H. O. McMains

RECEIVED
JUL 10 1953
FOR FILING

14-[illegible]

3788

Lewis

July 8, 1953

Pacific Indemnity Company
240 Henry Building
Seattle, Washington

Gentlemen:

A letter dated July 6 has been received from the Salem Heavy Hauling & Equipment Company, 1405 North Front Street, Salem, in which they state that B. M. Emery Company owes them $178.31 for transporting a tractor from Albany to Whiskey Creek near Hood River, Oregon.

This claim is in connection with State Highway Contract No. 3788 for grading and surfacing the Whiskey Creek Section of the Mt. Hood Highway in Hood River County. We provide this information as your company appears as surety on the performance bond furnished with Contract No. 3788.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FA:ehr

cc Durham & Bates
901 S. W. Washington
Portland 5, Oregon

B. M. Emery Company
901 S. W. King Avenue
Apartment 212
Portland, Oregon

NOTED ON CARD
[illegible]

Phone 21924

SALEM HEAVY HAULING & EQUIPMENT CO.

LOCAL AND LONG DISTANCE HEAVY HAULING • EQUIPMENT RENTALS
1405 North Front Street • • • Salem, Oregon

July 6, 1953

REFERRED TO SECRETARY

Oregon State Highway Commission
Oregon State Highway Building
Salem, Oregon

Attention: Mr. H.B. Glaisyer

Ref: B.M. Emery Company
Oregon State Contract #3788
Whiskey Creek Section

Dear Sir:

On May 7, 1953 this company transported a TD24 tractor with drum and blade belonging to Mr. H.O. McMains from Albany, Oregon to Whiskey Creek near Hood River, Oregon. The shipment was consigned on a collect billing to the B.M. Emery Company, holder of Oregon State Highway Commission contract number 3788 and was signed and authorized by Mr. Emery.

The B.M. Emery Company paid on account $100.00 as of this date for the services rendered and have verbally agreed to pay the balance before 1 September, 1953. We are taking this means of notifying the Highway Commission of the balance yet owing of $178.31.

Yours truly,

Salem Heavy Hauling & Equipment Co.

By: R.G. Brady Jr
R.G. Brady, Jr.

RG:bj
Enc: Copy of bill of lading #0931, dated May 7, 1953.

RECEIVED
JUL 8 1953
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
7-6-53

1405 NO. FRONT
SALEM, ORE.

Salem Heavy Hauling & Equipment Co.

Combination Transportation Receipt [illegible] reight Bill

PHONES 2-1924
2-7513

Shipper's No. 0931

Received at Albany Date May 7 193

From B.M. Emery Company Shipper

Form 9-49-2M

the property described below, in apparent good order which said Transportation Company e word "company" being understood as including any person or corporation in possession of the property) agrees to transport and deliver to consignee at his usual place of delivery (if on its own line or route), otherwise to another carrier on the route to said destination. It is mutually agreed that the transportation services hereunder are subject to all printed terms and conditions not prohibited by law, of the Transportation Company's Uniform Bill of Lading. "Contract" or "Anywhere-for-hire" service will be subject to the terms and conditions of the contract, service order or other agreement executed or agreed to between parties hereto when not in contravention of any existing law.

Consigned to B.M. Emery

Destination Hood River State of Oregon

If charges are to be prepaid, write or stamp here, "To be prepaid."

DRIVER Jack DawsoN TRUCK NO. 8 TRAILER NO. 8

No. Pkg.	DESCRIPTION OF ARTICLES	Load and Unloading Time	Rate Per Hour	Miles Hauled	Rate Per Mile	Weight	Rate Per Cwt.	Charge
	TD -24 drum and blade			138		52,980	.51	270.20
							tax	8.11
								278.31
	Bills payable within 7 days from presentation---Order 15660 PUCO Mar.-1-46							

Note---Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Shipper ....

per ....

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per .... $ ....

Consignee ....

per ....

Received the above freight in apparent good order.

Date ....

Carrier ....

per ....

Received payment ....

Lewis

RECEIVED
JUL 10 1953
FOR FILING

11-[illegible]

[illegible]

July 8, 1953

Salem Heavy Hauling & Equipment Company
1405 North Front Street
Salem, Oregon

Attention R. G. Brady, Jr.

Gentlemen:

This is to acknowledge your letter of July 6 concerning your claim in the amount of $178.31 against B. M. Emery Company for hauling service furnished to him on State Highway Contract No. 3788.

This contract is scheduled for completion September 30, 1953. The Pacific Indemnity Company through Durham & Bates, 901 S. W. Washington Street, Portland, furnished the bond for this contract, which bond assures satisfactory completion of the work and payment of all bills incurred on the contract.

If you feel that it is necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. Attached is an excerpt from the Oregon laws outlining the necessary filing procedure. In the meantime your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:ehr

NOTED ON CARD
7-8-53

RECEIVED
JUL 10 1953
FOR FILING

7-1953

3788

Lewis

July 2, 1953

Mr. F. D. Mayer
Attorney at Law
F. D. Mayer Office Building
Lebanon, Oregon

Dear Mr. Mayer:

This is to acknowledge your letter of June 30 concerning the claim of your client, Mr. H. O. McMains, against B. M. Emery for the moving of dirt on State Highway Contract No. 3788 on the Whiskey Creek Section of the Mt. Hood Highway in Hood River County. This claim, you state, is in the amount of $1,000.00. The contract is not yet completed but is expected to be done about September 30, 1953.

The Pacific Indemnity Company through Durham and Bates, 901 S. W. Washington Street, Portland, furnished the performance bond with the contract mentioned above.

The State does not make payments direct to claimants, but the claims are noted in our records and we advise the surety and the contractor that they have been received.

If you feel that it is necessary to protect your client's claim for a period longer than six months following completion of the contract and acceptance by the Commission, you might wish to consider filing the claim with the Secretary of State. Although you are, no doubt, familiar with the law, we are for your ready reference attaching an excerpt from the Oregon Laws outlining the procedure for such a filing.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 7/1
Attach.

NOTED ON CARD
7-2-53

F. D. MAYER
ATTORNEY AT LAW
F. D. MAYER OFFICE BUILDING
LEBANON, OREGON

June 30, 1953

REFERRED TO
BY SECRETARY

[illegible]

Mr. H. G. Glaisyer
Oregon State Highway Commission
Salem, Oregon

RE: B. M. Emery, Contract No. 3788
(Whiskey Creek section)

Dear Sir:

I represent H. O. McMains, of Salem, who had an oral sub-contract with B. M. Emery, whom I understand is the holder of a contract on the above project, which provided for the moving of certain dirt for the price of $1,000.00, Emery to move McMain's equipment one way and to do the blasting to loosen the material to be excavated, payment to be made not later than June 25th.

My client alleges that Mr. Emery moved his equipment from Albany to the job near Hood River, and my client went to work thereon. However, Mr. Emery failed to "shoot" the rock to permit my client to complete the job, and after fifty six hours of work, he was required to abandon the work because Emery was not complying with his agreement to "shoot" the rock and loosen it so it could be moved. In an attempt to move the rock without shooting, my client broke the shovel on his equipment, and he says it will cost $350.00 to repair it. Emery has failed, refused and neglected to pay my client the $1,000.00 which he ~~says~~ is actually less than the value of his work/which at the going rate of $20.00 per hour, would total $1120.00.

It is our expectation to sue for payment if it can not be obtained otherwise, but I am informed that the usual procedure is to first notify your department so that the contractor's bonding company may be informed, of the situation. May I please have a prompt acknowledgement to this notification?

Very truly yours,

FDM:bw

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
6-2-53

RECEIVED
JUL 10 1953
FOR FILING

Lewis

14-1127
3788

July 2, 1953

Pacific Indemnity Company
240 Henry Building
Seattle, Washington

Gentlemen:

We have today received a letter from F. D. Mayer, attorney, Lebanon, Oregon, representing H. C. McMains of Salem who has a claim against B. M. Emery in the sum of $1,000.00. This claim, we are informed, is for the moving of earth for Mr. Emery under Contract No. 3788 for grading and surfacing the Whiskey Creek Section of the Mt. Hood Highway in Hood River County.

This information is provided as your company appears as surety on the performance bond furnished with Contract No. 3788.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 7/1

cc - Durham & Bates
901 S. W. Washington St.
Portland, Oregon

B. M. Emery Co.
901 S. W. King Avenue
Apartment 212
Portland, Oregon

NOTED ON CARD

7-2-53 gl

RECEIVED
FOR FILING
FORM E-30 25M 9-51 92315

14-121

3981

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Hood River, Oregon
June 17, 1953

SUBJECT: Whiskey Creek Section
Mt. Hood Highway

To:

Mr. Byron M. Emery
Contractor
901 S.W. King Ave. Apt. 212
Portland, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

I have been informed that you are to report for active naval service on July 1, 1953.

You are now nearing completion on the Whiskey Creek Section of the Mt. Hood Highway, Contr. No. 3788, and should make some arrangement to bring this project to a satisfactory completion.

At your present rate of progress I believe this project could be completed by Sept. 1, 1953.

Very truly yours,
L.V. Blickenstaff
L. V. Blickenstaff
Resident Engineer

c/c W.C. Williams
W.E. Chandler

RECEIVED
FOR FILING

14-[illegible]

3788

February 24, 1953

Soule' Steel Company
2630 N. W. St. Helens Road
Portland 10, Oregon

Attention: Mr. W. T. Brownridge

Gentlemen:

We have your letter of February 17 concerning the status of steel quantities on Contract No. 3578 for construction of the Little North Santiam River Bridge and for Contract No. 3788 for steel quantities in the Whiskey Creek culverts.

Inquiry was made in the Bridge Department and they advise us that final quantities have not yet been determined on Contract No. 3578. On Contract No. 3788, the final quantity of reinforcing steel has been determined at 19,889 pounds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

SAN FRANCISCO
LOS ANGELES
HOUSTON
SEATTLE

TELEPHONE
BEACON 5154

SOULÉ STEEL COMPANY

STEELINE PRODUCTS
2630 N. W. ST. HELENS ROAD
PORTLAND 10, OREGON

FEBRUARY 17, 1953

OREGON STATE HIGHWAY COMMISSION
SALEM, OREGON

SUBJECT: WHISKEY CREEK CULVERTS

ATTN: MR. H. B. GLAISYER

GENTLEMEN:

WE UNDERSTAND THAT THE FINAL COMPUTATIONS ON THE ABOVE JOB HAVE BEEN MADE AND WE WOULD APPRECIATE KNOWING WHAT THE TOTAL PAY WEIGHT FOR THE REINFORCING AS CALCULATED BY YOUR OFFICE.

FINAL SETTLEMENT WITH THE CONTRACTOR, B.M. EMERY, HAS BEEN HELD IN ABEYANCE PENDING THE OREGON STATE HIGHWAY DEPARTMENT FINAL ESTIMATE, AND BOTH THE CONTRACTOR AND OURSELVES ARE ANXIOUS TO BRING THIS MATTER TO AN EARLY CONCLUSION SO WE WOULD APPRECIATE RECEIVING THIS INFORMATION AT THE EARLIEST POSSIBLE DATE.

YOURS VERY TRULY,

SOULE' STEEL COMPANY

W T Brownridge
W. T. BROWNRIDGE

Final
19,889#

WTB/DC

RECEIVED
FEB 2
STATE HIGHWAY COMMISSION
DEPARTMENT

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

RECEIVED
SEP 16 1952
FOR FILING

3788

September 15, 1952

B. M. Emery Co.
901 S. W. King Ave., Apt. 212
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3788, which was awarded to you on August 19, 1952 by the State Highway Commission, for grading and surfacing on the Whiskey Creek Section of the Mt. Hood Highway in Hood River County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 96C-C

RECEIVED
SEP 16 1952
FOR FILING

3711

September 15, 1952

REGISTERED MAIL

B. M. Emery Company
901 S. W. King Avenue
Portland, Oregon

Gentlemen:

Your Contract No. 3788 for grading and bituminous macadam surfacing on the Whiskey Creek Section of the Mt. Hood Highway in Hood River County has been received in this office fully executed.

We are, therefore, returning your certified check No. 920 in the amount of $3,200, drawn on the Sixth and Morrison Branch of The First National Bank of Portland, which you submitted with your proposal on August 19, 1952.

Very truly your

OREGON STATE HIGHWAY COMMISSION

Secretary

mt
Attach.

cc - Mr. C. N. Maison

RECEIVED
AUG 21 1952
FOR FILING

August 20, 1952

B. M. Emery Company
901 S. W. King Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on August 19, 1952 awarded to you State Highway Contract No. 3788 for grading and bituminous macadam surfacing on the Whiskey Creek Section of the Mt. Hood Highway in Hood River County. This award was based on your bid of $47,049.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

15-3423 1952

Lincoln Dwellings.

#3789

RECEIVED
FOR FILING

15 - 3412
(CONTRACT NO.)
3789

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 2, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3789	6-final	HAROLD W. SALTER	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
10199	R-67703	$ 2,076.48	6/2/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

a. a. Wahlander
ACCOUNTING DIVISION

Specified Completion Date: June 30, 1953

Time Extensions: None

Completion Date: April 28, 1953

Date Accepted: May 18, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-8-53 (6th was Sat.)
corrected, gl

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

By Floyd Query
Acting Secretary

Warrant Mailed:
a. a. Wahlander

6-[illegible]-53 gl

RECEIVED
MAY 53
FOR FILING

15-3412

May 27, 1953

W. Talbot Sinclair, Manager
U. S. Fidelity & Guaranty Co.
201 Portland Trust Bldg.
Portland, Oregon

Dear Sir:

State Highway Contract No. 3789 for construction of employees' houses at Lincoln in Jackson County was completed by the contractor, Harold W. Salter, on April 28 and was formally accepted by the Highway Commission on May 18, 1953.

Final payment in the amount of $2,076.48 will be released to the contractor on or after June 6, 1953. The total contract amount is $25,906.00, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc:

NOTED ON CARD

5-27 53 gl

RECEIVED
FOR FILING

September 19, 1952

Mr. Harold W. Salter
Rogue River
Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3789, which was awarded to you on August 19, 1952 by the State Highway Commission, covering employees' houses at Lincoln in Jackson County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
[illegible]
FOR FILING

August 20, 1952

Mr. Harold W. Salter
P. O. Box 145
Rogue River, Oregon

Dear Mr. Saker:

The State Highway Commission on August 19, 1952 awarded to you State Highway Contract No. 3789 for construction of the Lincoln Dwellings on the Green Springs Highway in Jackson County. This award was based on your bid of $[illegible]5,986 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ohr

cc H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

RECEIVED
FOR FILING

June 17, 1952

Oregon State Highway Commission

Gentlemen:

We have an item in the 1952 budget which appears on page 18 of Exhibit "A", Capital Outlay Expenditures, under the subheading of "Employee Housing." The item contemplates the construction of two employee houses at Warm Springs at the estimated cost of $25,000.

It has been about nine months since we started assembling the 1952 budget. A recent investigation of employee housing reveals the most critical deficiency now affecting us is at our maintenance headquarters at Lincoln on the Green Springs Highway in Jackson County. No housing is available at this location and our foreman and his assistant are now living in Ashland, 21 miles from their headquarters. On the other hand, we are not having any particular difficulty at the Warm Springs headquarters in Wasco County, mainly due to the fact that the majority of the employees have trailer houses. We do, however, have accommodations for four families. Therefore, we respectfully request authority to transfer the funds budgeted for Warm Springs to construct two employee cottages at Lincoln in Jackson County.

This item will be on the agenda for the July meeting.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WWS:er 1g

cc Mr. W. W. Stiffler
Mr. C. H. Maison

S-39(2) Fern Corner-Burns Corner Sec. 1952
of the Kings Valley Secondary Hwy.
#3790 about 6 miles south of Dallas.

RECEIVED
MAY
FOR FILING

NOTED
State Highway Engineer

May 10th, 1954

FINAL COST ANALYSIS

Fern Corner-Burns Corner Section
Contract #3790

Bridges, Grading & Paving
Central Paving Co., Contracto
S. F. Walters, Resident Enginee

Kings Valley Highway
Prefix 127-1028 S-39(2)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All		$3,000	$	$ 1,444.18	$ 3,000.00
Structural Excavation	199.77	Cu. Yd.	3.75	3.10	619.10	749.14
Special Borrow Excav.	8,693.6	" "	0.48	0.46	3,978.21	4,172.93
General Excavation	21,826.8	" "	0.45	0.43	9,335.51	9,822.06
Short Overhaul	101,728.1	Yd. Sta.	0.02	0.02	2,019.82	2,034.56
Long "	5,298.9	C-Yd. Sta.	0.45	0.45	2,353.44	2,384.51
Truck Haul on Special Borrow	8,964.8	Yd. Mi.	0.25	0.228	2,049.81	2,241.20
Finish R/B & Slopes	1.81	Mile	800.00	607.70	1,099.93	1,448.00
Rounding Cutbanks	2,165	Lin. Ft.	0.20	0.19	410.61	433.00
12" Conc. Culv. Pipe	192	" "	3.00	2.18	418.47	576.00
18" " " "	153	" "	3.50	3.24	495.32	535.50
24" " " "	189	" "	5.00	4.66	880.48	945.00
8" Conc. Drain Pipe	51	" "	2.00	1.39	70.91	102.00
Salvage Culvert Pipe	45	" "	2.20	1.51	68.09	99.00
3"-0" Mat'l. in Base and Shoulders	10,713	Cu. Yd.	2.50	2.17	23,240.53	26,782.50
3/4"-0" Mat'l. in Base and Shoulders	2,707	" "	3.25	3.12	8,451.02	8,797.75
Sprinkling	226	M/Gal.	3.00	1.80	406.93	678.00
Preparation of Base	1.81	Mile	250.00	237.93	430.66	452.50
3/4"-0" Mat'l. in Binder Course	249	Cu. Yd.	3.50	3.62	902.06	871.50
RC-3 Asphalt in Binder Course	30.08	Ton	50.00	48.07	1,446.23	1,504.00
Class "B" Asphaltic Concrete	3,546.04	"	8.50	6.51	23,074.12	30,141.34

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
			Structure at Station 330			
Removal of Old Structure & Provide for Traffic	All		$1,000	$	$ 661.32	$ 1,000.00
Furnish Treated Piling	600	Lin. Ft.	1.20	1.11	668.66	720.00
Drive Piling	20	Each	45.00	39.29	785.86	900.00
Class "A" Concrete	62.37	Cu. Yd.	70.00	55.71	3,475.13	4,365.90
Metal Reinforcement	12,412	Lb.	0.12	0.10	1,272.65	1,489.44
			Structure at Station 368			
Removal of Old Structure & Provide for Traffic	All		$1,200		963.78	1,200.00
Furnish Treated Piling	750	Lin. Ft.	1.20	1.11	834.85	900.00
Drive Piles	25	Each	45.00	38.61	965.32	1,125.00
Class "A" Concrete	120.97	Cu. Yd.	70.00	53.00	6,411.92	8,467.90
Metal Reinforcement	24,020	Lb.	0.12	0.10	2,325.21	2,882.40
PA #2, Furnish & Place Quarry Rock in Fill	764	Cu. Yd.	0.98	0.95	725.35	748.72
PA #3, Quarry Rock Fill at Bridge Ends	432	" "	1.50	1.48	638.26	648.00
PA #4, Cement Adjustment, Favor of State	22.25	Bbl.	4.05			- 90.11
PA #5, Adjust Cost of Concrete Forms	196	Cu. Yd.	2.35	Cost Included in Class "A" Concrete		460.60
Force Account					585.32	630.83
					$103,509.06	$123,219.17

Gross Revenue	$123,219.17
Total Cost	103,509.06
Net Profit	$ 19,710.11

Net Profit Equals 16% of Gross Revenue

Fern Corner-Burns Corner
Contract #3790

Labor:					
Supervision and Labor				$ 39,405.30	
Labor Insurance				2,443.13	
					$ 41,848.43
Materials:					
12" Conc. Culv. Pipe	192	Lin. Ft.	at $0.85	$ 163.20	
18" " " "	153	" "	" 1.75	267.75	
24" " " "	189	" "	" 2.60	491.40	
8" Conc. Drain Pi;e	51	" "	" 0.42	21.42	
RC-3 Asphalt in Binder	31	Tons	" 24.50	759.50	
Asphalt Used in Class "B"	213	"	" 22.00	4,686.00	
Freight on Asphalt	244	"	" 3.00	732.00	
Metal Reinforcement	36,432	Lb.	" 0.085	3,096.72	
Redi Mix Concrete	183.5	Cu. Yd.	" 13.75	2,523.13	
Treated Piling				918.00	
					13,659.12
Equipment Rental & Misc. Supplies:					
Equipment Rental, Owned				$ 11,698.40	
" " , Hired Fully-operated				15,011.19	
Gas, Oil & Grease				3,961.46	
Heating Oil				460.85	
Bond				739.32	
P.L. & P.D. Insurance				788.11	
Lumber, Nails Etc.				1,538.60	
Royalty on Gravel	15,000	Cu. Yd.	at $0.10	1,500.00	
Crushed Aggregate				8,689.50	
P.U.C.				247.50	
Home Office & General Overhead				3,366.58	
					48,001.51
Total Cost					$103,509.06

Remarks:

This was a "Federal Aid Project" consisting of the construction of 1.54 miles of highway roadbed, two reinforced concrete slab bridges, 1.78 miles of rock base and shoulders and 3,546 tons of asphaltic concrete pavement.

This project was bid and awarded on August 19th, 1952; the contractor started work on September 29th, 1952, and completed August 6th, 1953.

Clearing and grubbing consisted mostly of brush and was done by hand labor. Four men worked two weeks cutting and burning brush.

The special borrow excavation material was obtained from the designated source 0.6 mile south of the south end of the project by the widening of the cuts along the existing roadbed. Two ½ cu. yd. shovels were used to load, and trucks were used to haul the borrow.

General excavation consisted of dirt and clay. The material was moved by four (4) DW-10's rented from Berke Bros. and two (2) D-8 Caterpillars. One of the D-8 tractors was used as a pusher. A ripper was also used, and at Station 400 a small amount of powder was used, as the ditch line had to be drilled and shot.

The pipe was installed by four (4) men and the use of a HD-9 AC tractor. Most of the pipe was used in approaches and easily installed.

The contractor started using pit run gravel from Rickreall Creek for the 3"-0" material in base but was stopped by the engineer. He then hauled pit run gravel by owned and hired trucks for eleven miles from his own source located on the Willamette River south of Independence.

The contractor used a blade, a D-8 Caterpillar tractor, a three-wheel roller and a water wagon on the road.

Crushed material was also hauled from the contractor's commercial plant in Independence. The 3/4"-0" material in base and shoulders was in place by November 13th, 1952, except at the bridge approaches.

The structures were built by Charles Wiedeman of Dallas, Oregon, on a cost plus basis. The contractor furnished the material. The concrete was also hauled from his plant in Independence.

The contractor shot the binder course on June 9th and 10th, 1953, and started the Class "B" asphaltic concrete paving base course on July 22nd, 1953. The delay was caused by not having a dust collector. The special Madsen 1,000-pound paving plant equipped with a 2,000-pound pug and a 228 dryer was used. Two men operated the plant. One man operated a Model HM Hough pay loader to keep a three-bin bunker filled. Butane was used for fuel. This commercial plant was set up at Independence. A Barber-Greene finished and a two-wheel roller were used on the street. Five men were employed in addition to three flagmen and a foreman.

The contractor had good supervision and equipment, being able to operate from his commercial plant in Independence, although he had a long haul. He also had good prices, which resulted in a nice profit.

George Kayser
Cost Analyst

5-[illegible]

(CONTRACT NO.) 3790

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 25, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3790	12-final	CENTRAL PAVING CO	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
2915	R-87743	$ 4,132.86	2/19/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1953

Time Extensions: None

Completion Date: Aug. 6, 1953

Date Accepted: Sep. 24, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-26-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

NOTED ON CARD
3-1-54

RECEIVED
FEB 9 - 1954
FOR FILING

S-31

17

February 8, 1954

General Casualty Company of America
John Pfaff, Agent
158 [illegible] Street
Independence, Oregon

Dear Sir:

State Highway Contract No. 3720 for work performed on the Fern Corner-Burns Corner Section of the Kings Valley Secondary Highway in Polk County was completed by the contractor, Central Paving Co., on August 6 and was formally accepted by the Highway Commission on September 28, 1953.

Final payment in the amount of $4,132.66 will be released to the contractor on or after February 18, 1954. The total contract amount is $123,219.17 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

Portland Service Department

NOTED ON CARD
2-5-54

RECEIVED

Central Paving Company

CRUSHED ROCK * GRADING * BLACK TOP * OILING * SAND * GRAVEL

PLANT: UGLOW AVENUE AND MILL STREETS PHONE 4141 OREGON

Box 127, Independence,

4784

Oregon State Highway Commission
Highway Building
Salem, Oregon

Attention: Mr. W. C. Williams

Dear Mr. Williams:

This will acknowledge the receipt of your letter under date of January 8, 1954, regarding settlement for the deletion of a bridge at Station 344 on the Ferns Corner-Burns Corner Section of Contract #3790.

You are advised that at this time we are willing to accept your proposed adjustment for the amount of $463.56. Please process same.

NOTED
W. C. WILLIAMS

Very truly yours,

CENTRAL PAVING CO.

Arthur B. Woods
Arthur B. Woods,
Partner

ABW:hp

RECEIVED

STATE HIGHWAY

RECEIVED
JAN 15 1954
FOR FILING

[illegible]
3790

4756

January 8, 1954

Central Paving Company
Post Office Box 42
Dallas, Oregon

Attention: Mr. Arthur B. Woods

Gentlemen:

This is in answer to your letter of December 14 containing further arguments as to why you should receive funds for the deletion of a bridge at Station 344 on the Fern Corner-Burns Corner Section, Contract No. 3790.

It is impossible for the Department to pay for work which was not done. On nearly every job there is a considerable variation in the preliminary and final estimates, and some items are entirely eliminated. No payments have ever been made in such cases, and I am unable to justify any in this particular instance.

When you made a detailed inspection of the job prior to bidding and saw there was no old bridge at this place specified you should have called it to our attention, and we would have made a change in the specifications or advised you how to proceed if it were too late to change the specifications.

I consider this matter closed and am awaiting your advice as to whether you wish us to put through a price agreement for the $463.56 which we offered as an adjustment for your inability to use the form lumber as much as anticipated.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

HGS: me

cc · Mr. H. G. Smith
Mr. J. D. Walker

ASSIGNMENT

Date: Dec. 21, 1953

No. 4756 By wcw

Description: Letter of December 14 by Arthur B. Woods of the Central Paving Company regarding claim for deletion of the structure at Station 33x 344 on the Fern Corner-Burns Corner Section of Contract #3790.

Acknowledged by____ Referred to Smith ✓

__ Investigate and report with recommendation
__ Such action as necessary and report
X Comment or recommendation
__ Return with rough draft of reply
__ Prepare reply for signature of Mr.______
__ Contact correspondent and report
- -
- -
- -
- -

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

Executed 1-6-54 mc Report Received______

Central Paving Company

CRUSHED ROCK ★ GRADING ★ BLACK TOP ★ OILING ★ SAND ★ GRAVEL

Plant: Uglow Avenue and Mill Street Phone 4141 P. O. BOX 42, DALLAS, OREGON

December 14, 1953

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

Oregon State Highway Department
Oregon State Highway Building
Salem, Oregon

ATTENTION: Mr. W. C. Williams

Dear Mr. Williams:

This will acknowledge the receipt of your letter under date of October 28, 1953, regarding our claim for the deletion of the structure at Station 344 on the Fern Corner-Burns Corner Section of Contract #3790.

You are further advised that we are willing to accept your suggested adjustment of the claim regarding form lumber in the amount of $463.56. We still feel, however, that we are entitled to some payment for the bid item #29, removal of old structure and provide for traffic. True, this item may have been placed in your call for bids by mistake, but also true, the contract was called for bids and awarded with apparent intention to pay for this item.

For basis of a settlement, we now ask a payment of $600.00, for item #29. We feel this is equitable and just because we bid this item to carry this amount of our over-all margin on the job, with the $200.00, balance of this item being our estimated cost for traffic control had the bridge been built. It was an error on our part when we ask for this $200.00, in our original claim.

Please know that it will ever be our intention to bid and perform our contracts with dispatch and integrity. It is with this in mind, that we ask for payment on item #29---we sincerely feel it is payment for work bid, awarded and completed.

We hope this letter will prove to you that we have a just claim.

Very truly yours,

Central Paving Company

Arthur B. Woods
Arthur B. Woods, Partner

RECEIVED
DEC [illegible] 1953
[illegible] COMMISSION

cc - Mr. J. D. Walker
Division Engineer

RECEIVED
DEC 30 1953
FOR FILING

S 37(7)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 29, 1953

SUBJECT:

To: Mr. W. W. Stiffler
OFFICE

Attached is a suggested letter to the Legal Division requesting the preparation of an abandonment resolution covering the Ferns Corner-Burns Corner Section of the Kings Valley Secondary Highway in Polk County.

This section has been completed and opened to the public; therefore the small portions of the old route may now be abandoned to the abutting property owners.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Robert H. Prange
Office Engineer

RHP:MM
Att.

NOTED
W. W. STIFFLER

RECEIVED
NOV 3 1953
FOR FILING

[illegible]

October [illegible], 1953

Central Paving Company
P. O. Box [illegible]
Dallas, Oregon

Attention: Mr. Arthur [illegible]

Gentlemen:

Your claim addressed to Mr. [illegible], Division Engineer, in the amount of $2,000 as a result of the deletion of the structure at Station 344 on the [illegible] Section, which is based upon the anticipated reuse of form lumber for the third bridge plus your bid of [illegible] for the removal of the old structure which did not exist, has been referred to this office for analysis. Your details show the cost of form lumber in the amount of $[illegible], and you request [illegible] per cent of this cost, or $1,[illegible], because the third bridge was not constructed.

Probably there would have been sufficiently usable form lumber to have constructed the third bridge, but the cost of the forms should be spread equitably over the three bridges and not [illegible] per cent of the cost charged to the one bridge that was not constructed. The form lumber was used for Class "A" concrete construction, and an equitable distribution of the form lumber cost should be based upon the quantity of Class "A" concrete required in each of the three bridges, shown as follows:

	[illegible] Quantity Class "A" Concrete	
1. Bridge constructed at Station 33[illegible]	[illegible] Cu. Yd. =	23 per cent
2. Bridge constructed at Station 3[illegible]	126 " " =	45 per cent
3. Bridge not constructed at Station 344	[illegible]4 " " =	30 per cent
	2[illegible]0 Cu. Yd. =	100 per cent

The form material which cost $1,5[illegible] would have been used in forming 2[illegible]0 cu. yds. of concrete if all three bridges had been constructed at an average cost for form material of $5.50 per cu. yd. of concrete. Only two bridges were constructed, and the form material was used to form 1[illegible] cu. yds. of concrete at an average cost for form material of $7.85 per cu. yd. of concrete. The elimination of the one bridge, therefore, increased the cost of form material $2.35 per cu. yd. on the 1[illegible] cu. yds. of concrete constructed, which amounts to $[illegible]3.5[illegible].

In regard to your bid of $[illegible]00 for the removal of the old structure at Station 344, the inclusion of an old structure at this location was a mistake as there was no structure there, and, since no work was performed and no expense incurred, payment cannot be made for something which did not take place.

I feel that the amount of $[illegible]3.5[illegible] is an equitable adjustment of your claim, and if you will settle for this amount, I will recommend it to the Highway Commission.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. J. D. Walker
Mr. [illegible]

HGS fp

FORM E-30 25M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 22nd, 1953

SUBJECT: Contractor's Claim for Compensation on the Fern Corner-Burns Corner Section, Contract #3790

To: Mr. H. G. Smith
Construction Engineer
Office

Dear Sir:

This contract included the removal of three old bridges and the construction of three new bridges. There was no old bridge at Station 344, and a new bridge at this location was not required.

The contractor contends that the form lumber used in constructing two bridges would have been reused in the construction of the third bridge if it had been constructed. The contractor shows a detail cost of form lumber in the amount of $1,538.60 and requests about 80% of this cost, or $1,200.00, in his claim because the third bridge was not constructed.

Undoubtedly the contractor could have reused the form lumber on the third bridge if it had been constructed and has had some additional expense. The cost of forms should be spread equitably over the three bridges, however, and not 80% of the cost charged to the one bridge which was not constructed.

The form lumber was used for Class "A" concrete construction, and an equitable distribution of the form lumber cost should be based upon the quantity of Class "A" concrete required in each of the three bridges, shown as follows:

		Bid Quantity Class "A" Concrete	
1.	Bridge Constructed at Sta. 330	70 Cu. Yd.	= 23%
2.	" " " " 368	126 " "	= 45%
3.	" Not Constructed at Sta. 344	84 " "	= 30%
	Total	280 Cu. Yd.	= 100%

The form material which cost $1,538.60 would have been used in forming 280 cu. yds. of concrete if all three bridges had been constructed at an average cost for form material of $5.50 per cu. yd. of concrete.

Only two bridges were constructed, and the form material was used to form 196 cu. yds. of concrete at an average cost for form material of $7.85 per cu. yd. of concrete. The elimination of the one bridge, therefore, increased the cost of form material $2.35 per cu. yd. on the 196 cu. yds. of concrete constructed, which amounts to $463.56.

Also, the contractor bid $800.00 for the removal of old structure at Station 344. Since there was no structure to remove, the contractor thinks he was penalized $800.00 and requests payment for this amount.

The contractor may have anticipated a profit on this item, but, since no work was performed and no expense incurred, the contractor is not entitled to compensation.

The contractor's claim is for $2,000.00. He is probably entitled to an adjustment of $463.56 or $2.35 per cu. yd. for 196 cu. yd. of Class "A" concrete used in the two bridges which were constructed.

Very truly yours,

E H Clymer
E. H. Clymer
Chief Cost Analyst

EHC:AR

127-10-8

Central Paving Company

CRUSHED ROCK * GRADING * BLACK TOP * OILING * SAND * GRAVEL

PLANT: UGLOW AVENUE AND MILL STREETS PHONE 4141 P. O. BOX 42, DALLAS, OREGON

October 12, 1953

Oregon State Highway Commission
Oregon State Highway Building
Salem, Oregon

Re: Job 3790

ATTENTION: Mr. J. E. Walker, Division Engineer

Dear Mr. Walker:

This letter will attempt to put in writing our conversation in your office last week regarding adjustment of payment for the structure at station 344, Contract #3790.

Enclosed is a breakdown for the bill of materials used on structures at station 330 and 368. As stated, we of course figured the cost of this forming material seperate for each structure when working up our bid. It followed that we used the same materials on the structures at stations 330 and 368 and it would also have been possible to again use the large majority of this same material on the structure at station 344 had it not been deleted from the contract. Therefore, out of the $1,538.60 we feel we were penalized for materials on hand and not used to the extent of some $1,200.00, twelve hundred dollars, or some eighty per cent of the total.

The other bid item in question is item number twenty nine, namely, removal of old structure, amount, $800.00. Since there was no structure to remove, we feel we were penalized $800.00 by the deletion of the structure at station 344.

We hereby ask that Central Paving Company be reimbursed $2,000.00, two thousand dollars, as a result of the deletion of the structure at station 344. If you wish more detail regarding this claim, please advise us accordingly.

Very truly yours,

CENTRAL PAVING COMPANY

Arthur B Woods

Arthur B. Woods,
Partner

[illegible]
10-29-53

ABW:hp

Encl:

[illegible]	[illegible]		
	3-1x [illegible]		
	[illegible]	8 13	
	[illegible]	15 [illegible]	
	[illegible]	[illegible]	
10-28	56-2x6-16' @ 2.14 [illegible]		
	56 [illegible]		
	[illegible]		
	13 2x6-[illegible]	242 44	
	[illegible]	2 20	
	[illegible] Shiplap	5 50	
	1 Keg [illegible]	13 75	
10-29	[illegible] Shiplap	71 72	
	[illegible] Nails	3 10	
	[illegible]	3 45	
10-29	2503' 1x8 [illegible]	81 72	5[illegible]
10-28	[illegible]		
	3x4 [illegible]	7 53	
	20 [illegible]	3 00	
-14	[illegible] Nails	.50	
	[illegible]	9 31	78 11
11-6	[illegible] Bros [illegible]		
~~4~~	30 [illegible]	12 40	
11-7	1080 ft 1x8 @ 2.64	174 24	
11-10	[illegible] Shiplap	[illegible]	304 29
	[illegible]		
11-4	12-3x8 [illegible]	44 [illegible]	
11-8	[illegible] 2 [illegible]	6 75	
11-10	[illegible] nails	71	
11-8	3 - [illegible]	10 06	
	1 - 4x[illegible]	[illegible]	
11-14	1 gal [illegible]	1 15	
11-7	1 [illegible]	4 00	
[illegible]	2 4x4-14' @ 2.6[illegible]	[illegible]	
	1 [illegible]	[illegible]	
11-1[illegible]	[illegible]	[illegible]	
11-1[illegible]	17 2x[illegible]-12' R.D. @ 2.65	24 04	
	3 - 1x[illegible]-12' @ 2.65	4 25	[illegible]1 75

	[illegible] Building Supply		
12-1	1 [illegible]	4.35	4.35
12-1	[illegible]		
	15" [illegible]	1.95	
12-6	1 - ½ x 4 - 8 [illegible]	3.22	
	1 - 5/8 x 4 x 8	6.25	
12-9	2 - 6 x 12 - 3" [illegible]	50.00	
12-11	2 x 4 & 2 x [illegible]	44.87	106.29
	Posey Building Sup.		
1-3	1 keg 8 D Nails	19.00	
1-5	1 Miracle [illegible]	1.45	
1-5	2 Cement	2.70	
	2 [illegible] Sand	2.70	
1-15	2 [illegible] Shingles	5.50	
	1 Bundle Lath	1.75	
1-20	3# [illegible] Nails	.57	
	4 [illegible] x 4 x 8 Masonite	3.80	44.47
	Cabinet Lumber		
1-3	12" [illegible]	1.39	1.39
	Posey Building Supply		
2-12	3 Rolls 15 lb Sat. felt	10.35	
2-21	1 - 25/32 x 4 x 8 [illegible] Sheathing	4.64	14.99
2-21	Cabinet Lumber, 6 - 1 x 12 - 10 [illegible]	6.23	6.23
	Posey Building Supply		
3-4	1 sk cement	1.35	
3-11	1 bundle Wood lath	1.75	3.10

1538.61

RECEIVED
FOR FILING

[illegible]

[illegible]

October 22, 1953

General Casualty Co. of America
John Pfaff, Agent
148 "C" Street
Independence, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Central Paving Co. on contract No. 3790, covering the Fern Corner-Burns Corner Section of the Kings Valley Secondary Highway in Polk County.

This payment, in the amount of $3,314.70, will be released to the contractor on or after November 2, 1953. The retained percentage is $3,683.08.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD

10-22-53

RECEIVED
AUG 25 1953
FOR FILING

August 25, 1953

General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Washington

Attention: Surety Department

Gentlemen:

It is the intention of the State Highway Commission to release to the Central Paving Company a portion of the funds heretofore retained by the Commission on contract No. 3790, covering bridges, grading and paving on the Fern Corner-Burns Corner Section of the Kings Valley Secondary Highway in Polk County.

This payment, in the amount of $38,261.66, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $3,580.57. The present payment will be released to the contractor on or after September 4, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
John Pfaff, Agent
148 C Street
Independence, Oregon

NOTED ON CARD
8-25-53 g

Form E-1—10M—11-51

21(2)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 15, 1953, 19

Section Fern Corner-Burns Corner

Kind of work Bridges, Grading & Paving

Highway Kings Valley Secondary

Section prefix 127-1028

Contractor Central Paving Co.

Contract number 3790

Date of contract Aug. 19, 1952, 19

Date of completion Aug. 31, 1953, 19

Date work started Sept. 29, 1952, 19

Estimated date of completion Aug. 6, 1953, 19

Amount of contract . . . . $ 147,874.29

Per cent of time elapsed 85 %

Estimated cost of completed project, exclusive of engineering . . . . $ 120,000.00

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 10,400/11,320.52 92 %

Date project was completed Aug 6, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed all work and cleanup Friday Aug. 7. Contract work completed Aug. 6. Inspection made Aug. 10. Survey party finished remeasure Aug.13. Completing Semi-Final under way.

NOTED
H. G. SMITH

[illegible]

NOTED
B. A. MARTIN

Signed S H Walters

Address Box 324, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.54	1.78		1.73	1.78
Miles partially completed					
Miles completed	1.54	1.78		1.73	1.78
Total estimated quantities	34,160	14,200		210	3,900
Estimated quantities moved or placed to date	30,700	13410 [illegible]		250	3546
Average daily quantities	830	280		125	355
Average daily quantities necessary to complete project on time	Project complete				
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1........, Power graders ......1..., Rollers .....1...., Mixers ...., Crushing or screening plants paving ......1.......

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair all week		
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing 53382

Form PR 2 (Revised 1950)

FOR FILING

State Oregon

Federal Aid Secondary Project No. S-39(2)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of August, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 28th day of May, 1952, a program, which was approved on the 19th day of June, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 1st day of August, 1952; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of ninety thousand and 00/100 dollars ($90,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources ______ (State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 316+29.8 in the SW 1/4, Section 36, T-8-S, R-6-W, W.M. and survey station 415+50 in the NW 1/4, Section 30, T-8-S, R-5-W, W.M., except stations 353+32.5 to 355+14.5, length 1.845 miles, in Polk County, being Oregon Federal Aid/Secondary project No. S-39(2), consisting of 1.521 miles of roadway and two bridges, each of more than 20 feet clear span, 0.024 of a mile in length. ~~of a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

AUG 17 195

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of ninety thousand and 00/100 dollars ($ 90,000.00), which does not exceed the authorized Federal pro rata share of one hundred forty-four thousand, nine hundred forty-five and 35/100 dollars ($ 144,945.35), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws 1939.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,
By
Division Engineer,
Bureau of Public Roads.

RECEIVED
AUG 17 1953

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1953

Oregon State Highway Department

Federal Aid Secondary
Project No. S-39 (2)

FERN CORNER-BURNS CORNER SECTION
OF THE KINGS VALLEY HIGHWAY IN POLK COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 25, 1952

Type Code 6201
Roadway (Sta. 316+29.8 to 415+50.0)

All Required		Clearing and Grubbing		$ 2,000.00
160	cu. yds.	Structural Excavation, Unclassified	$ 3.00	480.00
14,000	cu. yds.	Borrow Excavation, Unclassified	0.45	6,300.00
20,000	cu. yds.	General Excavation, Unclassified	0.45	9,000.00
77,000	yd. sta.	Short Overhaul	0.015	1,155.00
3,600	C-yd. sta.	Long Overhaul	0.50	1,800.00
14,000	yd. mi.	Truck Haul on Borrow	0.20	2,800.00
1.81	mi.	Finishing Roadbed and Slopes	600.00	1,086.00
4,700	lin. ft.	Rounding Cutbanks	0.20	940.00
190	lin. ft.	12-inch Concrete Pipe	2.00	380.00
190	lin. ft.	18-inch Concrete Pipe	4.00	760.00
200	lin. ft.	24-inch Concrete Pipe	5.00	1,000.00
60	lin. ft.	8-inch Concrete Drain Pipe	1.00	60.00
50	lin. ft.	Salvaging Culvert Pipe	2.00	100.00
11,300	cu. yds.	3" - 0 Material in Base	2.25	25,425.00
2,900	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.00	8,700.00
350	M-gal.	Sprinkling	2.50	875.00
1.81	miles	Preparation of Base	200.00	362.00
210	cu. yds.	3/4" - 0 Material in Binder Course	4.00	840.00
34	tons	RC-3 Asphalt in Binder Course	45.00	1,530.00
3,900	tons	Class "B" Asphaltic Concrete	7.00	27,300.00
20	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	900.00
120	cu. yds.	Aggregate in Seal Coat	5.00	600.00
			Subtotal	$ 94,393.00
			10% Engr. & Cont.	9,439.30
			Total	$103,832.30

Type Code X020
Bridge (Sta. 330+09.5 to Sta. 330+56.5)

All Required		Removal of Old Bridge and Provide for Traffic		$ 2,000.00
640	lin. ft.	Furnish Treated Piling	$ 1.70	1,088.00
20	only	Drive Piles	60.00	1,200.00
70	cu. yds.	Class "A" Concrete	68.00	4,760.00
10,000	lbs.	Metal Reinforcement	0.12	1,200.00
				$ 10,248.00

Type Code X020
Bridge (Sta. 344+22.0 to 344+78.0)

All Required		Removal of Old Bridge and Provide for Traffic		$ 2,000.00
640	lin. ft.	Furnish Treated Piling	$ 1.70	1,088.00
20	only	Drive Piles	60.00	1,200.00
84	cu. yds.	Class "A" Concrete	68.00	5,712.00
15,000	lbs.	Metal Reinforcement	0.12	1,800.00
				$ 11,800.00

Type Code X020
Bridge (Sta. 367+42.5 to 368+21.5)

All Required		Removal of Old Bridge and Provide for Traffic		$ 2,000.00
800	lin. ft.	Furnish Treated Piling	$ 1.70	1,360.00
25	only	Drive Piles	60.00	1,500.00
126	cu. yds.	Class "A" Concrete	68.00	8,568.00
26,000	lbs.	Metal Reinforcement	0.12	3,120.00
				$ 16,548.00

Subtotal	$ 38,596.00
10% Engr. & Cont.	3,859.60
Total	$ 42,455.60

Length of Roadway	1.810 miles
Length of 3 Bridges	0.035 mile
Length of 1 Bridge	0.034 mile (Exception)
Total Length	1.879 miles
Cost per mile, Roadway	$57,365.91

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$103,832.30	$63,880.00	$39,952.30
Bridge	42,455.60	26,120.00	16,335.60
	$146,287.90	$90,000.00	$56,287.90

FERN CORNER-BURNS CORNER SECTION

Project No. S-39 (2)

All rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

July 31, 1952

May 22, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Fern Corner-Burns Corner Section, Project No. S-39 (2).

Since the bridge at Station 344+50 has been eliminated by construction of a drainage ditch along the west side of the highway between Stations 344+50 and 355+00 under Extra Work Order No. 2, we have deleted the bridge items and included the Extra Work Order items in the agreement estimate.

The existing bridge indicated on the plans at Station 344+50 has apparently been removed previously, as no bridge is at that location at present.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

JWN:tp

Encl.

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1953
FOR FILING

[illegible] (2)

3790

August 13, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 6, 1953 on Contract No. 3790, Fern Corner-Burns Corner Section of the Kings Valley Highway in Polk County, in connection with Federal Aid Project No. S-38 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

cc: John Cottrell

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FOR FILING

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[illegible]

November 3, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering the construction of a drainage ditch on the Burns Corner-Fern Corner Section of the Kings Valley Secondary Highway in Polk County, Contract No. 3790 in connection with Federal Aid Project No. S-39 (2).

The proposed structure at station 344+50 has been eliminated and is to be replaced by a drainage ditch which is to be constructed on the westerly side of the road between stations 320 and 350. There is no provision in the contract covering this work.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.

WCW/sje

RECEIVED
[illegible] 1952
FOR FILING

S-38(2)

[illegible]

Files

October 1, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on September 29, 1952 on Contract No. 3790, Fern Corner-Burns Corner Section, in connection with Federal Aid Project No. S-38 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

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SEP 30 1952
FOR FILING

5-3

3790

September 25, 1952

Central Paving Co.
P. O. Box 42
Dallas, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3790, which was awarded to you on August 19, 1952 by the State Highway Commission, covering the Fern Corner-Burns Corner Section of the Kings Valley Secondary Highway in Polk County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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FOR FILING

August 20, 1952

Central Paving Company
P. O. Box 42
Dallas, Oregon

Gentlemen:

The State Highway Commission on August 19, 1952 awarded to you State Highway Contract No. 379[illegible] for grading, paving, and construction of 3 concrete slab bridges on the Fern Corner-Burns Corner Section of the Kings Valley Secondary Highway in Polk County. This award was based on your bid of $141,416.50 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

chr

cc H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

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Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

August 19, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project S-39(2), Fern Corner-Burns Corner Section of the Kings Valley Highway, to Central Paving Company of Dallas, Oregon, low bidder in the amount of $141,416.50 at the August 19, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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FOR FILING
OREGON DISTRICT

S-39(2)

Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

August 1, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S-39(2), Fern Corner-Burns Corner Section of the Kings Valley Highway, have today been recommended for approval, subject to such changes as may be required by our Division Office.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
1952
FOR FILING

Cross Referenced To:
Adm
Petitions
Polk Co.

AGENDA ITEM 4-h
May 26, 1952

June 9, 1952

Mrs. W. S. Runkle
Route 2, Box 38
Monmouth, Oregon

Dear Mrs. Runkle:

On April 17 a petition signed by about 140 people was received from you. This petition requested the grading and surfacing of a two-mile section of the highway between Dallas and Pedee near Little Luckiamute River.

Following receipt of your petition the matter was presented to the Highway Engineer and an investigation made. On May 26, the matter was considered by the Commission who had the benefit of the Engineer's report on his investigation. You will be pleased, I am sure, to know that the Commission approved reconstruction of this section. We cannot at this early date, however, advise as to when bids will be received or the work started.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Polk County Court
Courthouse
Dallas, Oregon

RECEIVED
JUN 9 1952
FOR FILING

May 26, 1952

S-39(2)

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We now request programming of the below described project on the Kings Valley Secondary Highway (FAS 190) in Polk County.

Item No.	183
County	Polk
Project No.	S-39 (2)
F.A.S. Route No.	190
State Route No.	Ore. 223
Termini	Fern Corner to Burns Corner
Construction Cost:	
Total	$145,000
Federal Funds	$ 90,000
State Funds	$ 55,000
Length	1.85 miles
Character of Work	Grade, drain, 3 bridges and 2-lane high type surfacing

Traffic information for the project is as follows:

	1951	1965
A.D.T.	670	938
Per cent commercial	20	20

The section of highway involved is the last remaining unpaved section of the Kings Valley Highway. Its paving has been deferred due to its being subject to overflow from the Little Luckiamute River and its consequent need for a grade change as a preliminary to its paving. The bridge over the Little Luckiamute River, near the center of the project, is a reinforced concrete bridge constructed in 1950 and is in good condition.

May 28, 1952

The proposed improvement will consist of regrading to higher grade, construction of three small pile trestle bridges with concrete decks to provide needed waterway, and construction of a two-lane surfacing with bituminous macadam or asphaltic concrete wearing surface.

The traffic carried by the highway is largely agricultural and log hauling although a considerable amount of recreational traffic is served also.

A map showing the location of the project is being enclosed.

The project has been selected by the Highway Commission and the appropriate local road officials in cooperation with each other as required by the provisions of the Federal-aid Highway Act of 1950.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs
Encl.

RECEIVED
JUN 3 1952
FOR FILING

May 23, 1952

Oregon State Highway Commission

Gentlemen:

In my letter of May 1, recommending the allotment of $135,000 of Federal-aid Secondary Highway Funds to the grading and paving of a 1.8-mile section of the Kings Valley Secondary Highway in Polk County, I stated that funds for the work were available by reason of our not having programmed the Dolph Corner-Rickreall Section.

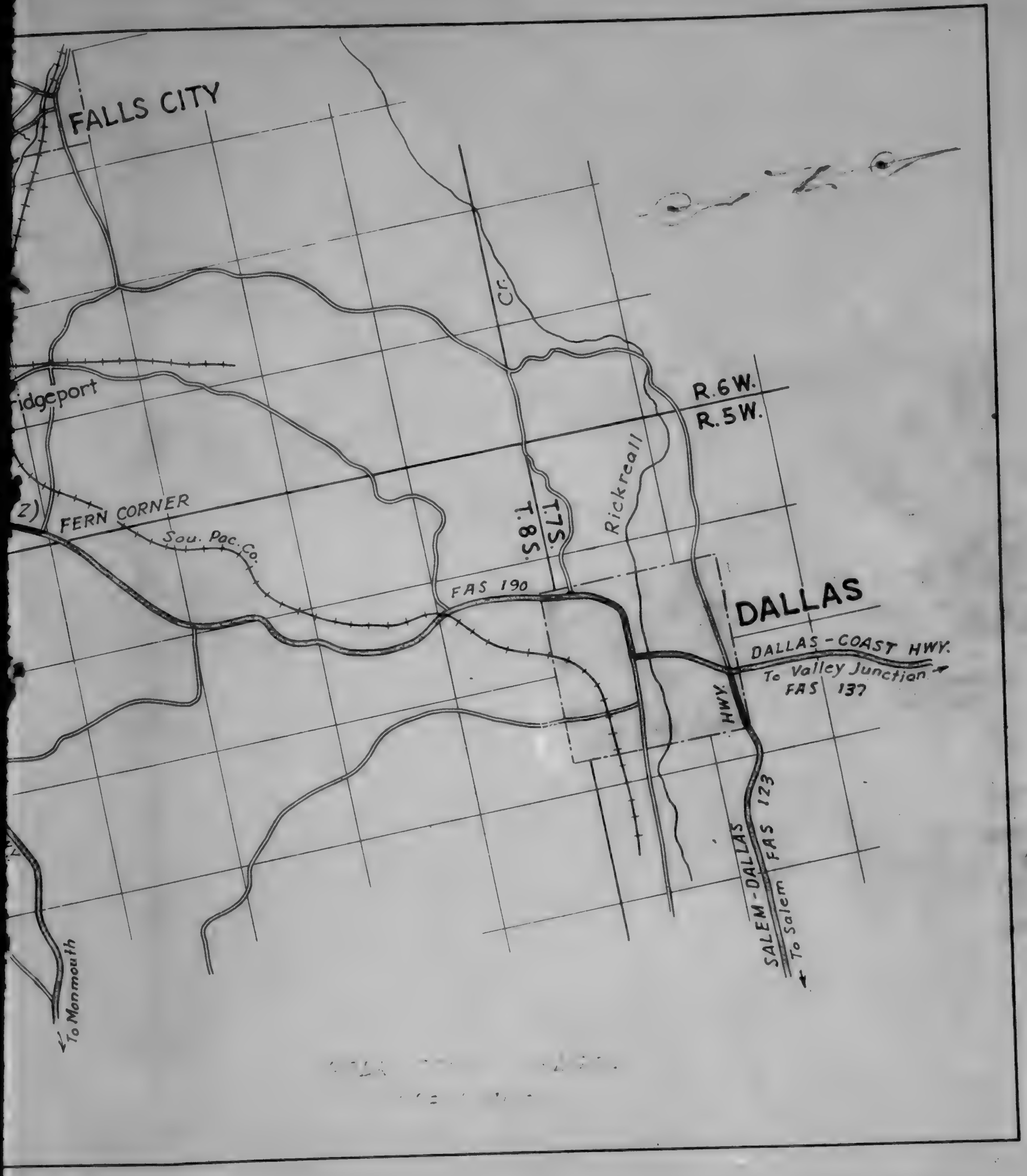
I find this statement to be in error as the Dolph Corner-Rickreall Section was officially programmed as a federal-aid secondary project in the amount of $275,000 on July 17, 1951. However, Polk County's refusal to approve the project has made the programming ineffectual and it is my opinion that, to clear the record and to make the money available for use elsewhere, the project should be withdrawn from the federal secondary program. I recommend that action to that effect be taken at the next meeting.

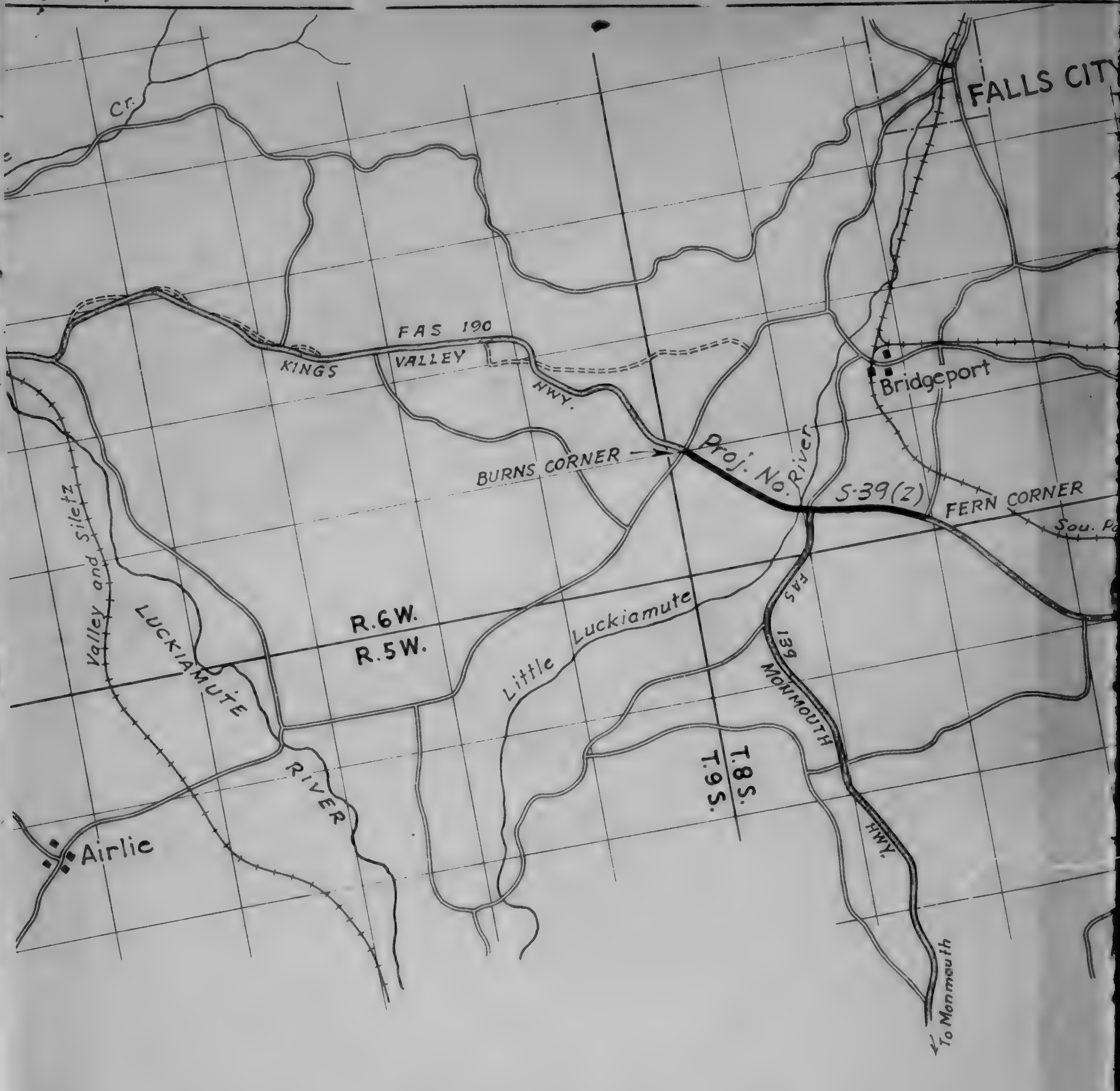
If desired the project can at some future time be programmed and undertaken as a state project.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:gs


FALLS CITY
ridgeport
(2)
FERN CORNER
Sou. Pac. Co.
Cr.
R.6W.
R.5W.
T.7S.
T.8S.
Rickreall
FAS 190
DALLAS
DALLAS-COAST HWY.
To Valley Junction
FAS 137
HWY.
SALEM-DALLAS
FAS 123
To Salem
To Monmouth


Cr.
FALLS CITY
FAS 190
KINGS VALLEY HWY.
Bridgeport
BURNS CORNER
Proj. No. S-39(2)
River
FERN CORNER
Sou. Pa
R.6W.
R.5W.
Valley and Siletz
LUCKIAMUTE RIVER
Little Luckiamute
FAS 139
MONMOUTH HWY.
T.8S.
T.9S.
Airlie
To Monmouth

RECEIVED
MAY 15 1952
FOR FILING

[illegible]

[illegible]

May 13, 1952

Burns Comm – [illegible]

Mrs. N. S. Runkle
Route 2, Box 38
Monmouth, Oregon

Dear Mrs. Runkle:

As the Secretary advised you by letter, the State Highway Commission will consider your request for improvement of the unpaved section of the Kings Valley Secondary Highway. The next meeting of the Commission is on May 26 and 27, and the matter will be before the Commission at that time.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCWime , lg
cc Mr. W. C. Williams
Mr. H. B. Glaisyer

Route 2, Box 38
Monmouth, Oregon
May 9, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

On April 16, 1952, I forwarded to the State Highway Commission a petition signed by 142 residents of Polk County. This petition requested the improvement of the now graveled road between Dallas and Pedee.

Several stories have been circulating regarding this strip of highway. One is that the money was allocated to this project and then was used on another project. Is this true?

Apparently no action was taken on this petition at your last State Highway Commission meeting in Portland. The petitioners are anxious to know what is being done or can be done to get this road improved at an early date.

Respectfully yours,

Nada Runkle

(Mrs. N. S. Runkle)

RECEIVED
MAY 11 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
Mar [illegible] 1952
FOR FILING

[illegible]

Oregon State Highway Commission

Gentlemen:

The Secretary forwarded to you a copy of a letter from [illegible], of [illegible], Oregon, advising that the people of south Polk County desire immediate completion of a strip of unpaved highway on the Kings Valley Secondary Highway between Dallas and [illegible]. A copy of this letter was sent to Governor McKay, and the Governor has requested that he be advised as to what action might be taken in this matter.

At a point beginning approximately [illegible] miles southwest of Dallas there is an unpaved section approximately [illegible] miles in length. The existing highway is at a very low elevation and is subject to flooding whenever high waters occur in the Little Luckiamute River. Two years ago we built a new bridge over the Little Luckiamute. To construct to proper grade above high-water elevations and surface and pave the new roadway is estimated to cost $[illegible]. The road in its present condition is unsatisfactory for the amount of traffic, which now averages slightly in excess of [illegible] vehicles per day.

We have approximately $[illegible] of unprogrammed secondary funds in Division No. 2. This comes about by reason of not programming, to date, the Dolph Corner-Rickreall Section, on which we have been unable to obtain concurrence of the Polk County Court. This item was originally set up at $[illegible], but we have transferred some of these secondary funds to the Bullards Bridge in Coos County and some to the Tualatin River Bridge in Washington County, so that approximately $[illegible] remains. I recommend to you that $[illegible] of this unprogrammed balance be utilized to construct the [illegible]-mile unpaved section of the Kings Valley Secondary Highway.

This matter will be on the next agenda for your consideration.

Very truly yours,

[illegible]
State Highway Engineer

WCW:me hi
cc Governor McKay
Mr. S. H. Probert
Mr. H. G. Smith
Mr. C. H. Maison

April 18, 1952

Mrs. N. S. Runkle
Route 2, Box 38
Monmouth, Oregon

Dear Mrs. Runkle:

This is to acknowledge receipt of your letter of April 16, 1952 transmitting to the State Highway Commission a petition signed by numerous residents of Polk County in which the Commission is requested to grade and hard surface a two-mile section of the Dallas-Pedee Highway near the Little Luckiamute River crossing which now has only a graveled surface.

The petitioners asked that the work be done on or before June 15, 1952. I shall be pleased to see that your letter and the petition be brought to the attention of the State Highway Commission for their information.

I might state, however, that the construction program for funds available to the Commission this year have been allocated to specific projects and it appears there is no possible chance for work to be done this year. However, I am handing a copy of the petition to the State Highway Engineer, Mr. R.H. Baldock for a recommendation to the Commission when the matter comes up for discussion. When action has been taken on this petition, I will advise you further.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs

cc: Commissioners
R. H. Baldock

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

DOUGLAS McKAY
GOVERNOR

April 18, 1952

Mrs. N. S. Runkle
Route 2, Box 38
Monmouth, Oregon

Dear Mrs. Runkle:

Thank you for sending to me a copy of your letter of April 16th, addressed to the State Highway Commission, in which you urge the improvement of the strip of highway between Dallas and Pedee.

COPY

Since you have placed the petition for highway improvement before the Commission, I am sure that you will be hearing from that office very shortly. However, I am taking the liberty of asking Mr. R. H. Baldock, State Highway Engineer, to provide me with a report on the matter so that I may know what action, if any, can be taken by the Commission.

Very truly yours,

Governor

DM:B
cc Mr. R. H. Baldock

REFERRED TO
Mr. Williams
By State Highway Engineer

Please prepare an answer to this.

Rt. 2, Box 38
Monmouth, Oregon
April 16, 1952

State Highway Commission
Salem, Oregon

Gentlemen:

The people of south Polk County are becoming quite perturbed and agitated over the strip of unpaved highway between Dallas and Pedee. In the summer of 1950 the state built a new bridge over the Little Luckiamute River and purchased land for a wider and partially new highway. They filled in and graded the new portion, then fenced it off and left it.

This road is heavily traveled in the summer by log and farm trucks as well as passenger cars. At times the road is so rough it is prohibitive for a farmer to drive his loaded grain truck faster than ten or fifteen miles per hour if he has any consideration for his truck and tires and his physical well-being. Sometimes it is so dusty you cannot see to safely drive faster.

When we see millions of dollars being spent to attract tourists and to make bigger and better speedways for the city-goers we wonder why we country folk cannot have our short strip of state highway graded and hard-surfaced to prevent further wear and tear on our cars, trucks, and general well-being.

Enclosed is a petition bearing 142 individual signatures of Polk County residents, which petition is self-explanatory. It would be appreciated if this petition would receive immediate consideration.

Respectfully submitted,

Nada Runkle

(Mrs. N. S..Runkle)

cc: Gov. McKay

ACKNOWLEDGED
H. B. GLAISYER

PETITION

We, the undersigned residents of Polk County, Oregon, hereby petition the Oregon State Highway Commission to grade and hard surface that portion of the Dallas-Pedee highway which is now a gravel surface road approximately two miles in length. We further petition that this grading and hard surfacing be completed on or before June 15, 1952, to best benefit the people of Polk County, Oregon.

NAME	ADDRESS
[illegible]	Rt 2 Monmouth
[illegible]	Monmouth Ore
[illegible]	Salem Ore.
[illegible]	Rt 2 Monmouth
Claude [illegible]	Rt 2 Monmouth
[illegible]	Rt 2 Monmouth
[illegible]	R 2 Monmouth
Mrs [illegible]	Route 2 Monmouth
Clifford [illegible]	Rt 2 Monmouth
[illegible]	R2 Monmouth
Elliott Johnson	980 N Winter - Salem Oregon
[illegible] Turner	Monmouth Ore Rt 2.
[illegible] Turner	Monmouth Oreg Rt. 2
[illegible]	[illegible]
[illegible]	Monmouth Ore R2

PETITION

We, the undersigned residents of Polk County, Oregon, hereby petition the Oregon State Highway Commission to grade and hard surface that portion of the Dallas Pedee highway which is now a gravel surface road approximately two miles in length. We further petition that this grading and hard surfacing be completed on or before June 15, 1952, to best benefit the people of Polk County, Oregon.

NAME	ADDRESS
[illegible]	Rt 1, Monmouth, Ore.
Earl [illegible]	Rt 2, Monmouth, Ore
[illegible]	R 2 Monmouth, Ore.
[illegible]	[illegible] Valley, Oregon
[illegible]	Rt 2 Monmouth, Ore
[illegible]	Route #2 Monmouth, Ore.
[illegible]	Rt 2 Box [illegible] Monmouth Ore
[illegible] Edwards	Rt 2 Box 90 Monmouth Ore.
Edwin [illegible]	[illegible] Ore
Gerald [illegible]	Rt 2 Box 160 Monmouth, Ore
[illegible]	Rt 1 Hoskins, Oregon
John B [illegible]	" " "
Robert Bitt[illegible]	Monmouth Oreg Rt 2
[illegible]	Monmouth Ore Route 2
John [illegible]	[illegible] Salem
Edwin [illegible]	Monmouth Oreg RT 2

PETITION

We, the undersigned residents of Polk County, Oregon, hereby petition the Oregon State Highway Commission to grade and hard surface that portion of the Dallas Pedee highway which is now a gravel surface road approximately two miles in length. We further petition that this grading and hard surfacing be completed on or before June 15, 1952, to best benefit the people of Polk County, Oregon.

NAME	ADDRESS
[illegible]	[illegible] Dallas Oregon
C. L. [illegible]	Monmouth R. 2. Box 125
[illegible]	Monmouth R2. Box 97
[illegible] Williams	Monmouth R2 Box 39.
[illegible]	Monmouth R 2 Box 148
Melda [illegible]	Monmouth Rt 2, Box 132
[illegible] M. Wells	[illegible] Box 137 Monmouth
Thomas [illegible]	Monmouth R. 2 Box 107
[illegible] Mintzer	Monmouth R 2 Box Ore.
[illegible]	Monmouth Ore R 2 Box 109
James W. Dunn	Monmouth Ore. Rt 2. Box 142
[illegible]	Monmouth Ore Rt 2
Francis [illegible]	Monmouth Ore. Rt 2
Louie E. Potter	Monmouth Ore Rte 2
John [illegible]	Monmouth Rt 2
Forrest [illegible]	Rt 1 Box 96A [illegible] Ore.

PETITION

We, the undersigned residents of Polk County, Oregon, hereby petition the Oregon State Highway Commission to grade and hard surface that portion of the Dallas-Pedee highway which is now a gravel surface road approximately two miles in length. We further petition that this grading and hard surfacing be completed on or before June 15, 1952, to best benefit the people of Polk County, Oregon.

NAME	ADDRESS
[illegible]	Pedee
Mrs [illegible]	Rt 1 Monmouth Oregon
Lee Butts	Monmouth Ore Rt 2
S. J. Yates	Monmouth R 2 B 168
[illegible]	Monmouth R 2 B 156
[illegible]	" Rt 2 Box 195
Mrs James Broadus	Monmouth Rt. 2
Mrs Gerald Hieter	Monmouth Rt 2.
Mrs. E. M. Yates	Monmouth Rt. 2.
John McGee	Monmouth Rt 2 Box 110
Catherine Ritner	Monmouth Ore Rt 2 Box 156
Mrs. S. J. Yates	Monmouth, Ore Rt. 2, Box 168
Mrs P. M. Ritner	Monmouth Ore Rt 2 Box 94
P. M. Ritner	Monmouth O R 2 Box 94
[illegible]	Monmouth, Ore, Box 59
Mrs Lottie [illegible]	Monmouth Rt 2 Box 121

PETITION

We, the undersigned residents of Polk County, Oregon, hereby petition the Oregon State Highway Commission to grade and hard surface that portion of the Dallas-Pedee highway which is now a gravel surface road approximately two miles in length. We further petition that this grading and hard surfacing be completed on or before June 15, 1952, to best benefit the people of Polk County, Oregon.

NAME	ADDRESS
Chas. H. O'Neal	Monmouth Oregon R2
Joe O'Neal	Monmouth Oregon R 2
Wm. Scott	Monmouth Orego R 2
O. H. Burbank	Monmouth Rt Oregon
Roy Gage	Monmouth R 2 Box 111
Frances Miller	Monmouth, Rt 2, Box 138
[illegible]	Monmouth [illegible] R2 Box 149
Frank Skeythe	Monmouth R2
Ella Skeythe	Monmouth R2
Mrs. L. R. Johnson	Salem, Ore.
James Broadus	Rt 2 Monmouth Ore
Emma Smith	Rt 2 Dallas Ore
R. [illegible]	R 2 Monmouth. Ore
Helen Gage	Rt. 2 Monmouth Ore.
Mr. R. [illegible]	Independence Rt 1
Lila Mauldin	Monmouth Ore R-2
Floyd Mauldin	Monmouth Oregon R 2

PETITION

We, the undersigned residents of Polk County, Oregon, hereby petition the Oregon State Highway Commission to grade and hard surface that portion of the Dallas-Pedee highway which is now a gravel surface road approximately two miles in length. We further petition that this grading and hard surfacing be completed on or before June 15, 1952, to best benefit the people of Polk County, Oregon.

NAME	ADDRESS
Kenneth Richards	Rt 2 Box 200 Monmouth Ore.
Ival McBeth	Rt 2 Monmouth
Mrs Jack Silver	Rte 2 - Monmouth Oreg.
W M Cochran	Rt 2 Monmouth
Doris McCormack	Rte 2 Monmouth
Dorothy [illegible]	[illegible] Monmouth
Roy [illegible]	Rt 2 Monmouth Ore
J B [illegible]	Rte 2 Dallas Ore
Marie P. [illegible]	Rt 2 - Monmouth, Ore
Robert B. [illegible]	Rte #2 Monmouth, Ore.
[illegible]	[illegible] Monmouth Ore
G J [illegible]	R 2 Box 34 Monmouth
[illegible] Williams	R 2 Box 39 Monmouth
[illegible]	R [illegible]
[illegible]	[illegible]
[illegible]	Rt 2 Monmouth Ore
Paul Sullivan	R2 Monmouth

~~Str~~ Hon' a [illegible] about

Siu...

PETITION

We, the undersigned residents of Polk County, Oregon, hereby petition the Oregon State Highway Commission to grade and hard surface that portion of the Dallas-Pedee highway which is now a gravel surface road approximately two miles in length. We further petition that this grading and hard surfacing be completed on or before June 15, 1952, to best benefit the people of Polk County, Oregon.

NAME	ADDRESS
Ray Farter	Rt. 1 Monmouth, Oregon
Tyrus R. Crook	Rt 2 Box 54 Monmouth Oregon
Mary Lou Johnson	Rt 2 Box 50 Monmouth
Albert Lewellyn	Rt 1 Monmouth Ore.
[redacted]	[redacted]
Lee Davis	RT 2 Box 55 Monmouth Ore.
Charles L. Crowley	RT 2 Box 37 Monmouth, Ore.
Orval Whitaker	Rt 1 Box 203 Monmouth Ore.
Frank O. Davis	RFD 2 BOX 44 Monmouth Ore.
Harold Johnson	Rt 2 Box 50 Monmouth Ore
B. Jerry Cop	Rt 1 Box 219 Monmouth, Ore.
Julius Brostrom	[illegible] h Ore Rt 1 Box 229
James Wilson	Rt. 1 Monmouth, Oregon
Paul Wilson	Rt 1 Monmo... Oregon
Wayne Byington	Rt #2 [illegible] outh, Oregon
Harold H. McKibben	[illegible]

PETITION

We, the undersigned residents of Polk County, Oregon, hereby petition the Oregon State Highway Commission to grade and hard surface that portion of the Dallas-Pedee highway which is now a gravel surface road approximately two miles in length. We further petition that this grading and hard surfacing be completed on or before June 15, 1952, to best benefit the people of Polk County, Oregon.

NAME	ADDRESS
Kenneth M Bennett	Monmouth, Rt 2 Box 87
(Mrs.) Ruby D. Bennett	Monmouth Rt 2 Box 87
Mrs. W. E Shannon	Rt #2 Box 159 Monmouth
John Wesely	Salem Or
Jack Lindley	3804 S.E. Francis, Portland, Ore.
Leonard E Cook	Rt. 1 Box 225 Independence, Ore.
Wayne Blankenbaker	Rt. 2 - Monmouth - Ore
Luvernia Simpson	Rt 2 Monmouth Ore
Louella Kerber	Rt 2 Monmouth Ore
Katy Kerber	R2 Monmouth Ore
Kittie Kerber	R2 Monmouth Ore.
Nate [illegible]	Rt. 2 Monmouth Oregon

PETITION

We, the undersigned residents of Polk County, Oregon, hereby petition the Oregon State Highway Commission to grade and hard surface that portion of the Dallas-Pedee highway which is now a gravel surface road approximately two miles in length. We further petition that this grading and hard surfacing be completed on or before June 15, 1952, to best benefit the people of Polk County, Oregon.

NAME	ADDRESS
E. E. Lucas	Rt 2 Box 204 Monmouth Ore
Ruby Lucas	Rt 2 Box 204 Monmouth, Oreg.
Alton Upmeyer	Rt 2 Box 205 Monmouth, Oreg.
Mrs. Alton Upmeyer	Rt 2 Bx 205 Monmouth
Virgil [illegible]	Rt 1 Bx 345 Dallas Ore.
Dorothy Vieira	Rt 2 Box 209 Monmouth
Iris Maxwell	Rt 2 Box 210 Monmouth
C. A. Fry	R.F.D. #2 Box 211 Monmouth. Ore.
Pearl Embree	Rt. 2, Box 185, Dallas, Oreg.
Mrs. A. L. Falk	Rt. 2. Box 208 Monmouth ORE
Charlotte Lamb	Rt 2 Box 36 Monmouth, Ore.
A. Curtis Lamb	Rt. 2 Box 36 Monmouth Ore.
Maxine [illegible]	Rt. 2. Box 202 Monmouth, Ore

PETITION

We, the undersigned residents of Polk County, Oregon, hereby petition the Oregon State Highway Commission to grade and hard surface that portion of the Dallas-Pedee highway which is now a gravel surface road approximately two miles in length. We further petition that this grading and hard surfacing be completed on or before June 15, 1952, to best benefit the people of Polk County, Oregon.

NAME	ADDRESS
[illegible] L. B[illegible]	Rt 2 Box 38 Monmouth
H. V. Whitaker	Rt 1 [illegible]
[illegible] Jones	Rt 1 Monmouth
[illegible] B[illegible]	Rt 2 Box 51 Monmouth
Ben King	Rt 2 Box 48 "

RECEIVED
FOR FILING

May 29, 1952

Mrs. Jess Payne, Secretary
Bridgeport Community Club
Route 2
Monmouth, Oregon

Dear Mrs. Payne:

In reply to your letter of May 21, you are advised that the State Highway Commission has approved the reconstruction of the Kings Valley Secondary Highway through the unpaved section at the crossing of the Little Luckiamute River. The contract for the work will probably be let this summer, providing the project is approved by the Bureau of Public Roads.

In your letter you advise that money allocated for this project has been spent on other projects. This is not true, as at no time heretofore has the State Highway Commission ever made any allotment to this particular section. You may have it confused with moneys that were allocated for the construction of the new bridge a year or two ago.

A letter similar to yours has been received from Mr. A. Curtis Lamb, of Monmouth, and I am sending a copy of this letter to him for his information.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. A. Curtis Lamb, Chairman
Polk County 20-40 Club
Road Committee
Route 2
Monmouth, Oregon

RECEIVED
FOR FILING

May 29, 1952

Mrs. Jess Payne, Secretary
Bridgeport Community Club
Route 2
Monmouth, Oregon

Dear Mrs. Payne:

In reply to your letter of May 21, you are advised that the State Highway Commission has approved the reconstruction of the Kings Valley Secondary Highway through the unpaved section at the crossing of the Little Luckiamute River. The contract for the work will probably be let this summer, providing the project is approved by the Bureau of Public Roads.

In your letter you advise that money allocated for this project has been spent on other projects. This is not true, as at no time heretofore has the State Highway Commission ever made any allotment to this particular section. You may have it confused with moneys that were allocated for the construction of the new bridge a year or two ago.

A letter similar to yours has been received from Mr. A. Curtis Lamb, of Monmouth, and I am sending a copy of this letter to him for his information.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. A. Curtis Lamb, Chairman
Polk County 20-40 Club
Road Committee
Route 2
Monmouth, Oregon

Route 2
Monmouth, Oregon
May 21, 1952

REFERRED TO
Mr. Williams
State Highway Engineer

Mr. R. H. Baldock, Engineer
State Highway Department
Salem, Oregon

Dear Mr. Baldock:

Re: Kings Valley Secondary
Highway Improvement

It has been brought to our attention that the State Highway Commission will consider the matter of improvement of the above highway on May 26 and 27.

A large amount of industry uses and depends upon this highway. We believe it would be a definite asset to the people of Polk County to have this road paved. We have heard that money was allocated for this project but spent for other projects. If this be true, it is most unfair to the people of Polk County to further delay improvement of said highway.

NOTED
W. C. WILLIAMS

We sincerely hope the matter of improvement of the Kings Valley Secondary Highway will receive approval at your next Commission meeting.

Respectfully submitted,

Mrs. Joe [illegible]

Secretary
Bridgeport Community Club

RECEIVED
MAY 22 1952
OFFICE OF
STATE HIGHWAY ENGINEER

Route 2
Monmouth, Oregon
May 21, 1952

REFERRED TO
Mr. Williams
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

We have been informed that the matter of improvement of the unpaved section of the Kings Valley Secondary Highway will be before the State Highway Commission on May 26 and 27.

The hope of an improvement in this road has been a matter of general discussion for several years. As this is the only section of said highway which is not improved, and as money apparently has been allocated for this improvement and otherwise spent, it seems fitting that this improvement should be made as soon as possible.

Therefore, we urge you to act favorably on the matter of early improvement of the Kings Valley Secondary Highway on May 26 and 27.

Respectfully submitted,

A. Curtis Lamb

A. Curtis Lamb, Chairman,
POLK COUNTY 20-40 CLUB
ROAD COMMITTEE

RECEIVED
MAY 22 1952
OFFICE OF
STATE HIGHWAY ENGINEER

37/1 SH: Contract 3036

FI-35(6) Mosier Connection 1952
Grade Separation.

#3791

OREGON STATE HIGHWAY DEPARTMENT
(date)
September 17, 1953

(CONTRACT NO.) RFI-[illegible]	(EST. NO.)	(CONTRACTOR)	
3791	6-Final	Teller Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
18236	R-76375	$ 3,253.68	9/17/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

J. S. Herr
ACCOUNTING DIVISION

Specified completion Date: May 31, 1953

Time Extensions: Extended to June 13, 1953 with penalty

Completion Date: June 9, 1953

Date Accepted: Aug. 6, 1953

Penalties: A Time Extension Penalty was assessed on 7-22-53

Claims: None of record

Remarks:

Date: 9-18-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

JSH

2-15-535

RECEIVED
JUL 30 1953
FOR FILING

Gl

July 29, 1953

Keller Construction Co.
215 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on July 22, 1953, had under discussion your request for an extension of time of 13 days, from May 31 to June 13, 1953, within which to complete your contract No. 3791 for the Mosier Connection Grade Separation on the Columbia River Highway in Wasco County.

The Highway Commission granted your request for an extension of time subject to the condition that you reimburse the State for engineering costs incurred between May 31 and June 13, 1953. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

Robert Ellison,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD
7-29-53

RECEIVED
FOR FILING

July 28, 1953

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State highway contract No. 3791 for the Grade Separation project on the Hood River-Mosier Section on the Columbia River Highway in Wasco County was completed by the contractor, Teller Construction Co. on June 9, 1953, but has not as yet been accepted by the Commission.

Final payment in the amount of $3,264.23 will be released to the contractor after acceptance by Commission. The total contract amount is $28,083.55 and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]
cc - Continental Casualty Company
Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
7-31-53

RECEIVED
FOR FILING

CF1-[illegible]

July 14, 1953

Request for Extension of Time
No. 7
August 6 and 7 Meeting

Oregon State Highway Commission

Gentlemen:

Re: Mosier Connection Grade Separation
Contract No. 37[illegible]
Keller Construction Co., Contractor

Attached hereto is a request from Keller Construction Co. for a time extension of thirteen days, from May 31, 1953 to and including June 13, 1953, for the completion of the work on the Mosier Connection Grade Separation in Wasco County.

The contractor on this project was given ample time for the completion of the work. The contractor did no work during the winter months when other contractors were working successfully in the vicinity. In view of this fact it is recommended that the extension be granted subject to the contractor reimbursing the State for engineering costs between May 31, 1953 and June 13, 1953. Attached hereto is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosures

cc Mr. G. S. Paxson

GSP:cb fp

RECEIVED
FOR FILING

BFI-35(1)

[illegible]

September 19, 1952

Teller Construction Co.
215 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3791, awarded to you on August 19, 1952 by the State Highway Commission, covering the Mosier Connection Grade Separation over the Columbia River Highway in Wasco County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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FOR FILING
FORM E-30X 15M 1-52 55419
CFT - .(6)
3791

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 3, 1952

SUBJECT: Rock Creek Bridge, Mosier Overcrossing
and Mosier Creek Bridge
Contract No. 3639

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

The Parker-Johnson Company of Portland have our Contract No. 3639 for the construction of the Mosier Overcrossing and bridges over Rock Creek and Mosier Creek. They have completed the Mosier Overcrossing but have been held up on the Rock Creek and Mosier Creek Bridges because of noncompletion of the advised hydraulic embankment. We have now awarded another contract for an overcrossing of the highway just north of the Mosier Railroad Overcrossing. The contractor for this structure will use the Mosier Railroad Overcrossing to get to his work.

Since the railroad overcrossing structure is complete and will be used in giving access to this second contract, I would recommend that we reduce the retained percentage on this structure to three per cent still applying the full retained percentage on the Rock Creek and Mosier Creek Bridges.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:cb
cc: Auditor

Approved:

(sgd) W. C. Williams
Asst. State Highway Engineer

Mr. Williams:

This was discussed with Mr. Baldwin yesterday and approved by him.

H.L.P.

RECEIVED
AUG 21 1952
FOR FILING

1-41

3791

Files

August 20, 1952

Teller Construction Company
215 Builders Exchange Building
Portland, Oregon

Gentlemen:

The State Highway Commission on August 19, 1952 awarded to you State Highway Contract No. 3791 for construction of the Mosier Connection Grade Separation over the Columbia River Highway near Mosier in Wasco County. This award was based on your bid of $50,435.50 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

RECEIVED
FOR FILING

OREGON DISTRICT

BFI-35

File.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

August 19, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project BFI-35(6), Mosier Undercrossing Structure on the Hood River-Mosier Section of the Columbia River Highway, to Teller Construction Company of Portland, Oregon, low bidder in the amount of $30,435.50 at the August 19, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

August 4, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFL-35(6), Hood River-Mosier (Structures) Section of the Columbia River Highway in Wasco County, have today been recommended for approval subject to such changes as may be required by our Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

OREGON DISTRICT

June 19, 1952

NOTED
W. C. WILLIAMS

[illegible]

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm that your May 23, 1952 request for approval of individual project program change with respect to item 21, Project BFI-35(6), additional grade separation structure on Hood River-Mosier Section, was approved June 10, 1952.

The item will now appear on the Bond Financed Postwar Federal-Aid Primary Highway Program, as follows:

Item	21
County	Hood River & Wasco
Project No.	BFI-35(6)
FA Route	1
State Route	US-30
Termini	Structures on Hood River-Mosier Section
Estimated Cost:	
Total	$415,000
Federal	257,000
State	158,000
Length	0.135 mi.
Character of Work	3 bridges, 2 grade separation structures, 1 overcrossing U.P.R.R.

Program approval of this project is subject to the same conditions as outlined in the last paragraph of the Acting Commissioner's memo of July 24, 1951 approving the State's first supplemental cumulative bond issue program.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JUN 20 1952
OREGON
STATE HIGHWAY COMMISSION

BFI-157(10) Medford-County Farm Sec., 1952
Pacific Hwy.
#3792 Folder # 1

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

February 8, 1954

SUBJECT:

To:

Mr. Ray Webber
Ass't. Construction Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Sir:

There has been considerable activity in the Department of late re surfacing materials, surfacing depths, surfacing failures, and other items related to this problem.

On February 4, 1954, Mr. Williams wrote a letter to Mr. Baldock on the subject of materials with particular reference to the P. I. factor. It has occurred to me that we should give the design of surfacing more care and thought than has been exercised in the past, particularly along the lines of the use of various materials. It is probable that in certain areas materials could be used which would not necessarily pass our specifications for surfacing by reason of having excess P.I., high abrasion, or for other causes, but this same material could in all probability be used as a subgrade topping which would reduce the necessary depth of high grade materials so that an overall saving might result.

At the present time we are putting rock surfacing to a depth of 2 feet and more under certain of our pavements, and, where shortage or excess haul made high grade material expensive, it might be possible to effect a saving by using slightly inferior materials for subgrade topping with a thinner layer of better materials on top.

Will you please study this matter and on jobs where materials which will pass our specifications for surfacing are expensive see what can be worked out by the methods suggested above.

I believe it would be well if you would discuss this matter with me.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams

RECEIVED
FEB 9 - 1954
FOR FILING

[illegible]

[illegible]

Salem, Oregon
February 4, 1954

Mr. R. H. Baldock

Please note the attached reports from H. G. Smith addressed to me and from Oscar A. White addressed to Mr. Harra relative to pavement failure on the Medford-County Farm Section, on which the prime contractor was T. W. Thomas and the paving subcontractor J. C. Compton.

I have gone over these reports quite carefully, and it seems to me that again practically all of the failure has resulted from the subbase instability or as indicated by Sample No. 1 in Mr. White's report. You will note that he attributed at least 90 per cent of the failure to base instability.

If you will refer to laboratory tests on Sample No. 1 you will note that the subbase materials had a P.I. content of 13 and that 28.2 per cent passed the No. 40 mesh. Such type of material is entirely unsuitable to subbase construction and should never have been permitted on the roadbed. It is my opinion that the contractor can not be held responsible for the pavement failures and my further opinion that we should further continue tightening of our control of the use of inferior materials to the end that they are entirely eliminated. Under our present procedure laboratory reports of any inferior materials are sent to me. Immediate steps are then taken to discontinue the use of such inferior materials, but quite often these materials have been placed long before the report reaches me and there is no manner of determining exactly where the materials were so placed. I have issued instructions that samples of all materials proposed for use in base or pavement construction be submitted amply in advance of the time of intended use, so that any inferior source of materials can be rejected before they are placed on the road by the contractor. I am sending a copy of this letter to Mr. Smith, further cautioning him and Mr. Cooper to be very vigilant and alert in seeing that unsuitable materials are not placed in our highway construction. On this particular job it appears that the source of base materials was probably spotty and that only certain portions of the materials contained high P.I. You will note that Sample No. 2 had no P.I. and only 7.8 per cent passed the No. 40 mesh. The only trouble that occurred on the conditions indicated by Sample No. 2 was apparently the result of tracking some mud onto the pavement between the base and wearing surface. Caution must also be taken in this respect as we have had other similar instances wherein dust blew onto the base course and was not properly removed before the placement of the top course.

I do not believe there is anything more we can do in this matter except to make a close inspection after the winter is over, determine what weakened sections should be excavated, and replace and then seal the entire job. The seal will, in addition to making the pavement tight, cover up the poor longitudinal joints, which are now quite conspicuous.

W. C. Williams

WCW:me

cc Mr. H. G. Smith

FORM E-30 25M 9-51 82319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 28th, 1954

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

W. C. WILLIAMS

Dear Sir:

In regard to the letter of M. A. Cramer of December 19th, complaining of the poor job done on the Medford-County Farm Section under contract to T. W. Thomas, Contract #3792, and the paving subcontracted to J. C. Compton. Considerable study has been made of this job, and I am attaching reports by F. D. Morgan, Assistant Division Engineer, and Oscar White of the Materials Department. George Miller of the Construction Department made the inspection with White, and I have since personally made an inspection of it with Tom Edwards and L. H. Young.

It seemed to me that the workmanship on the job was not first class but probably average. There is some roughness at the transverse joints at the end of each day's run, and the longitudinal joint along the northbound lane is quite conspicuous.

The day that I inspected the job the pavement was wet, and I could not detect the alligatored cracks that White mentions. I thought the amount of patching which had been done as shown in Morgan's letter was probably representative of the amount which has been done at the present time, and I could not see any indication that any appreciable number of failures would occur from now on. Some of the patching seemed to have been necessitated by compaction over culverts, manholes and possibly a few birdbaths during construction.

Mr. White's letter and the verbal report of George Miller stressed the failures which occurred on the northbound lane at Phoenix, which was entirely new construction and the last part of the job finished. They thought this portion was showing considerable distress. This was not apparent to me, and I was somewhat at a loss to reconcile their report with the appearance of the pavement.

It is my recommendation that a further inspection be made about March after the winter is over. It can then be determined whether sufficient crazing or leakage has occurred to warrant a seal. A seal was provided for in the specifications, but, on account of the lateness of the season, it was not thought advisable to seal the job. There seems to be plenty of money in the project for the seal coat, and I assume that Compton would be willing to do it under the contract if it were felt advisable.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc. 2

FORM E-50 25M 6-51 49713

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 5, 1956

SUBJECT

To: Mr. G. W. Harra

Inspection of the County Farm-Medford project was made December 29 by Frank Brown, George Miller and myself. Between twenty-five and thirty locations were found which showed definite evidence of distress. Nearly all the failures occur between Phoenix and Medford. All failures occur in the outside lanes. There appeared to be no difference in number between the north and south lanes.

The failures appear to be of two types: one in which the pavement is sunken and allegatored; the other which showed evidence of pavement instability. At least ninety percent of the failures are of the first type.

One sample was cut out of each type of failure and specimens of both the base material and asphaltic concrete were brought to the Laboratory for analysis. Sample number one was taken at a failed section that indicated base instability. The asphaltic concrete was cracked and broken into pieces of varying size from one square inch area to six square inch area. The base and top courses of asphaltic concrete were not separated. The granular base material showed evidence of the existence of plastic mud.

Sample number two was taken at a failed section that indicated pavement instability. While taking the sample a layer of plastic mud over one-fourth inch thick was found between the two courses of asphaltic concrete. The top course had been kneaded with some of the mud under traffic which caused the mass to be unstable. The bottom course of pavement is in good condition. The granular base material appeared to be well compacted and graded and free of mud.

Results of laboratory tests are shown below.

	Sample #1 Base Failure	Sample #2 Mud between A. C. courses
	Base Material	
4"		0.0
3"		10.9
2"		14.4
1½"	0.0	21.8
1"	2.0	28.5
3/4"	4.8	36.6
1/2"	13.0	43.6
	23.6	

1/4"	37.7	58.4
#10	49.5	74.6
#40	71.8	92.2
P#40	28.2	7.8
P. I.	13	None

Asphaltic Concrete

Percent Voids	10.2	8.6
Pen. Reclaimed Asphalt	60	48

From the results of test and observations it seems apparent that the general cause of failure is poor base material. The asphaltic concrete is slightly dry and does not have the flexibility to withstand the movement of the base under traffic. Even though the job average of 5.5% asphalt is normal, the source of the asphalt indicates that a highly stable pavement lacking in flexibility would be expected. The penetration of the reclaimed asphalt indicates a normal hardening during mixing.

It is recommended that the failed sections be dug out, proper base material replaced and patched with asphaltic concrete. Then, when weather permits, the whole pavement sealed.

Oscar A. White

FORM E 30 25M 9 51 02315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
December 23, 1953

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer

Attn: Mr. Forrest Cooper

Dear Sir:

Herewith a report in reply to your letter of December 22nd 1953, regarding a complaint of Mr. M. A. Cramer, President Elect, of the Medford Realty Board as follows:

1. This section of highway was inspected by Mr. Hilbert Young, Ass't. Division Engineer on December 22nd, 1953. The section is 5.36 miles long and has a paved area of 157,000 square yards.

The inspection showed [illegible] patched places having a total area of 69 square yards. This is less than .05 of 1% of the paved area. During construction some of these areas were soft and were dug out and patched at that time.

2. Mr. Cramer's complaint of unstable base was mistakenly based upon the belief that the grade line was settling and wavey when in fact the pavement was laid over the previously constructed pavement which was not constructed to present day standards.

3. We have already contacted Mr. W. O. Widdows regarding the installation of a flashing light at the south entrance to Phoenix. This light should be in place this week.

Pot flares are being placed each night until such time as the light is in operation.

Mr. Young met with Mr. Cramer on Tuesday of this week. All the complaints were gone over with Mr. Cramer who seemed satisfied with the interview.

Mr. Young felt that Mr. Cramer although temporarily satisfied would in all probability continue to plague us with letters of this nature.

Very truly yours,

Tom Edwards
Division Engineer

Ass't. Div. Engr.

FDM:db

ASSIGNMENT

Date: January 27, 1954 No. 4830 By wcw

Description: Letter of January 27 by R. H. Baldock regarding the complaint of M. A. Cramer concerning patches on the Medford-County Farm Section of US99, file (4) attached.

Acknowledged by ____ Referred to Smith ✓

_ Investigate and report with recommendation
X Such action as necessary and report
_ Comment or recommendation
_ Return with rough draft of reply
_ Prepare reply for signature of Mr.________
_ Contact correspondent and report

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

Executed 1-28-54 Report Received ________

FORM E-20 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 27, 1954

SUBJECT: Complaint of M. A. Cremer concerning patches on Medford-County Farm Section of US99

To:

Mr. W. C. Williams

PLEASE RETURN TO
W. C. WILLIAMS

Herewith the preliminary report on the above subject. When will we get the final report on this?

NOTED
W. C. WILLIAMS

R. H. Baldock

RHB:lg

Attachment

FORM E-30 25M 8-51 52318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 24th, 1953

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

Herewith letter from F. D. Morgan, Assistant Division Engineer, relative to the complaint of M. A. Cramer concerning some patches on the Medford-County Farm Section of US #99.

You may consider this merely a preliminary report, as representatives of the Materials Division and Construction Division will obtain samples and make a detailed study of the job next week.

Very truly yours,

HGSmith

H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-30 25M 9-51 82316

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
December 3, 1953

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer

Attn: Mr. Forrest Cooper

Dear Sir:

Herewith a report in reply to your letter of December 22nd 1953, regarding a complaint of Mr. M. A. Cramer, President Elect, of the Medford Realty Board as follows:

1. This section of highway was inspected by Mr. Hilbert Young, Ass't. Division Engineer on December 22nd, 1953. The section is 5.36 miles long and has a paved area of 157,000 square yards.

The inspection showed 23 patched places having a total area of 69 square yards. This is less than .05 of 1% of the paved area. During construction some of these areas were soft and were dug out and patched at that time.

2. Mr. Cramer's complaint of unstable base was mistakenly based upon the belief that the grade line was settling and wavey when in fact the pavement was laid over the previously constructed pavement which was not constructed to present day standards.

3. We have already contacted Mr. W. O. Widdows regarding the installation of a flashing light at the south entrance to Phoenix. This light should be in place this week.

Pot flares are bing placed each night until such time as the light is in operation.

Mr. Young met with Mr. Cramer on Thesday of this week. All the complaints were gone over with Mr. Cramer who seemed satisfied with the interview.

Mr. Young felt that Mr. Cramer although temporarily satisfied would in all probability contimue to plague us with letters of this nature.

Very truly yours,

Tom Edwards
Division Engineer

By

Ass't. Div. Engr.
F. D. Morgan

FDM:db

MEDFORD REALTY BOARD
MEDFORD, OREGON

Dec. 19, 1953

Mr. R. H. Baldock,
Oregon State Highway Commission,
State Office Building
Salem, Oregon

Dear Mr. Baldock:

The members of the Medford Realty Board wish to go on record as protesting against the unsatisfactory portion of new 4-lane U.S. Highway No. 99, extending from approximately a point near the Jackson County Hospital north of Talent, to the junction of the north and south lanes near the Southerly city limits of Medford, Oregon.

In particular, many defective areas of the new paving have already required patching, and the patches in some areas are not of permanent nature, as they are already breaking up. Also, the pavement lacks the smoothness and evenness of surface that a properly constructed roadway should provide. We believe this is due to two things: First, the materials used as a base to support the paving are predominently sand, with which is mixed gravel of various sizes, this base material usually being termed "creek run". Second, in an apparent effort to complete the roadway in a short time, and after much delay during the past summer, and the apparent impossibility of properly compacting the roadway base materials here mentioned, the result has been an unstable base which, we believe, if approved by the Highway Commission, will saddle the tax payers with an unending, and obviously excessively high maintenance cost.

We further believe that the final approval by the Highway Commission should be deferred until such time as a properly constructed roadway has been obtained.

We believe that a flashing yellow warning light or lights should be provided at the southerly point of the concrete island near the Southerly city limits of Phoenix, Oregon. The present facilities result in a hazzard to northbound traffic at this diversion point.

Respectfully yours,

MEDFORD REALTY BOARD

M A Cramer

M. A. Cramer, President Elect.

H. G. Smith

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1953

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JAN

FOR FILING

EFI - 157(10)

Salem, Oregon
January 27, 1954

Complaint of M. A. Cramer
concerning patches on Medford-
County Farm Section of US99

Mr. W. C. Williams

Herewith the preliminary report on the above subject. When will we get the final report on this?

R. H. Baldock

RHB:lg

Attachment

RECEIVED
DEC 30 1953
FOR FILING

F[illegible]

3792

December 30, 1953

Mr. T. W. Thomas
10248 N. E. Holladay St.
Portland 16, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on December 10, had under discussion your request for an extension of time from October 30 to November 14, 1953 within which to complete your contract No. 3792, for grading and paving on the Medford-County Farm Section of the Pacific Highway in Jackson County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

E. B. Merrill,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
[illegible] 23 1953
FOR FILING

December 22, 1953

Medford Realty Board
Medford, Oregon

Attention: Mr. M. A. Cramer, President

Gentlemen:

This will acknowledge your letter of December 19 regarding the Medford-County Farm project in Jackson County.

I have ordered an immediate investigation made of the various matters brought up in your letter. I will communicate with you further after I have received the field report.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. Forrest Cooper

FC:js fp

[illegible]

3792

December 15, 1953

Maryland Casualty Company
404 Equitable Building
Portland 4, Oregon

Attention: Mr. J. P. Stapleton

Gentlemen:

As requested in your letter of December 10 we are forwarding by separate mail two copies of Contract and Bond No. 3792 awarded to T. W. Thomas for work on the Medford - County Farm Section of the Pacific Highway in Jackson County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

MARYLAND CASUALTY COMPANY
STEWART McDONALD, CHAIRMAN OF THE BOARD
WILLIAM T. HARPER, PRESIDENT

PORTLAND CLAIM DIVISION
J. P. STAPLETON, MANAGER
404 EQUITABLE BUILDING PORTLAND 4, OREGON

December 10, 1953

Re: 53-45
State of Oregon
T. W. Thomas

REFERRED TO [illegible]

Secretary of State
State Office Building
Salem, Oregon

3792

Gentlemen:

As surety on the bond of T. W. Thomas covering State Highway Contract No. 3973 of U. S. Highway No. 99, it is requested that we be furnished two copies of the contract in question since suit has now been filed against Maryland Casualty Company by the State of Oregon ex rel. as a party defendant on a claim arising from this particular contract.

Very truly yours,

J P Stapleton

J. P. Stapleton,
Manager

SECRETARY OF STATE
RECEIVED
DEC 11 1953
EARL T. [illegible]

JPS:ja

MARYLAND CASUALTY COMPANY
STEWART McDONALD, CHAIRMAN OF THE BOARD
WILLIAM T. HARPER, PRESIDENT
BALTIMORE 3

CLAIM DIVISION
W. KENYON LLOYD
VICE-PRESIDENT

H. G. LEWIS, JR.
MANAGER, CLAIM DIVISION
H. ELLSWORTH MILLER
CHIEF CLAIM ATTORNEY

SURETY DEPARTMENT
GEO. W. DEXTER, MANAGER

EFI-157(10)

328

December 10th, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
State of Oregon
Salem, Oregon

Dear Mr. Glaisyer:

Re: Our Cl. # 479-53-Cont.
Our Bd. # 90-099315
State of Oregon
T.W. Thomas

This will acknowledge yours of November 16th.

While we are not attempting to finally judge the merits of this claim, it seems to us that a demand for damages arising out of an automobile accident, scarcely represents a liability on a bond conditioned for the payment of labor and materials. However, we are referring the matter to our principal and have every reason to believe it will be disposed of in due course.

Very truly yours,

Henry H. Ireton
Henry H. Ireton
Attorney

HHI:km

NOTED
H. B. GLAISYER

NOTED
F. QUERY

RECEIVED
DEC 7 - 1953
FOR FILING

BF1-157(10)

3792

December 4, 1953

Oregon State Highway Commission

Request for extension of time
No. 24
December 10 and 11 Meeting

Gentlemen:

Herewith is a request from T. W. Thomas for an extension of time on the Medford-County Farm Section of the Pacific Highway, Contract No. 3792, from October 30, 1953 to November 14, 1953.

All paving on this contract was completed by October 30 but there was some cleanup work and final shaping of shoulders and ditches necessary to complete the project. The traveled portions of the road were open to the public for use without delay and no additional expense was incurred because of the overrun.

I recommend the extension be granted without penalty, and Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

CC Mr. H. G. Smith

EAP:js fp

RECEIVED
DEC 8 - 1953
FOR FILING

BFI-157(10)

3792

December 1, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Medford-County Farm Contract No. 3792, Oregon BFI-157 (10), from October 30, 1953, to November 14, 1953, to T. W. Thomas, Contractor.

All paving on this contract was completed by October 30th, but there was some cleanup, final shaping of shoulders and ditches necessary to complete this project. The main portions of the road was open to the public for use without delay and no additional expense was incurred because of the overrun.

I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc to: H. G. Smith

RECEIVED
NOV 27 1953
FOR FILING

BFI-157(1)

November 24, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 12, 1953 on Contract No. 3792, Medford-County Farm Section in Jackson County, in connection with Federal Aid Project No. BFI-157 (10).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:eh

cc: John Cattrall

RECEIVED
NOV 19 1953
FOR FILING

Lewis

CF1-157(1)

3792

November 17, 1953

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: E. Libby

Dear Sir:

We acknowledge with thanks your letter of November 9 to which was attached three copies of a claim filed with your office by West Coast Fast Freight, Inc., against T. W. Thomas on State Highway Contract No. 3792. The claim is in the sum of $3,955.42 and bears your file No. 3422.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD
11-17-53.

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

November 9, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Hugh B. Collins, Attorney at Law, One Goldy Building, Medford, Oregon and filed as of this date, a notice of claim by West Coast Fast Freight, Inc., a corporation for damage to its Kenworth Tractor and van, for loss of use thereof, and for expense necessarily incurred in the conservation of its cargo, in the sum of $3,955.42 against the bond taken from T. W. Thomas as principal and Maryland Casualty Company as surety upon State Highway Contract No. 3792 which covers grading and paving the Medford-County Farm Section of the Pacific Highway in Jackson County. Our file No. 3422.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By
Clerk, Notarial Division

NF:K
Enc.

11-9-53

Lewis

RECEIVED
NOV 19 1953
FOR FILING

CFI- [illegible]

[illegible]

November 16, 1953

Maryland Casualty Company
Baltimore 3, Maryland

Gentlemen:

Attached is a claim filed with the Secretary of State by West Coast Fast Freight, Inc. against T. W. Thomas. This claim in the sum of $3,955.42 is for damage to a Kenworth tractor and van incurred on State Highway Contract No. 3792, awarded to T. W. Thomas for grading and paving on the Medford-County Farm Section of the Pacific Highway in Jackson County.

We provide this information as your company appears as surety on the performance bond furnished with the contract described above.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:ehr

cc Mansfield and Company
302 Lewis Building
Portland 4, Oregon

T. W. Thomas

NOTED ON CARD

11-16-53

TO THE STATE OF OREGON and THE STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned, West Coast Fast Freight, Inc., a corporation, has a claim for damage to its Kenworth Tractor and van, for loss of use thereof, and for expense necessarily incurred in the conservation of its cargo, in the sum of $3,955.42 against the bond taken from T. W. Thomas as principal and Maryland Casualty Company as surety upon State Highway Contract No. 3792 which covers grading and paving the Medford-County Farm Section of the Pacific Highway in Jackson County.

This claim arose on July 15, 1953 on U. S. Highway 99 near the southerly City Limit of Medford, Oregon, when equipment then being operated by T. W. Thomas in the performance of the work covered by said contract collided with the said tractor and van.

Dated November 6, 1953.

West Coast Fast Freight, Inc.

By: HUGH B. COLLINS
Its Attorney

ENDORSED
File No. 3422
Filed—November 9, 1953
EARL T. NEWBRY, Secretary of State

RECEIVED
NOV 1 6 1953
FOR FILING

1-1579

377

Lewis

November 10, 1953

Mr. Hugh B. Collins
One Goldy Building
Medford, Oregon

Dear Mr. Collins:

As requested in your letter of November 6th, we are sending by separate mail a certified copy of Contract and Bond No. 3792, awarded to T. W. Thomas for work on the Medford-County Farm Section of the Pacific Highway.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

11-10-53 K

RECEIVED
NOV 1 6 1953
FOR FILING

1-157
3792

Lewis

November 10, 1953

Mr. Hugh B. Collins
One Goldy Building
Medford, Oregon

Dear Mr. Collins:

As requested in your letter of November 6th, we are sending by separate mail a certified copy of Contract and Bond No. 3792, awarded to T. W. Thomas for work on the Medford-County Farm Section of the Pacific Highway.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

11-10-53

HUGH B. COLLINS
ATTORNEY AT LAW
TELEPHONE 2-9034

ONE GOLDY BUILDING
MEDFORD, OREGON

November 6, 1953

IN REPLYING REFER TO: 1587

Secretary Oregon State Highway Department
Salem, Oregon

Re: State Highway Contract No. 3792
T. W. Thomas and Maryland Casualty Company

Dear Sir:

I enclose the affidavit required by Chapter 324, Oregon Laws 1945, and request that you furnish me with a certified copy of the above contract and bond.

Very truly yours,
Hugh B. Collins
HUGH B. COLLINS

HBC/l
enc.

REFERRED TO [illegible] BY SECRETARY

[illegible] certified copy

11-6-53

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Jackson)

Being first duly sworn, I depose and say that on July 15, 1953, on U. S. Highway 99 near the southerly city limit of Medford, Oregon, certain equipment being operated by T. W. Thomas in the performance of the work covered by State Highway Contract No.3792 collided with a Kenworth Tractor and van belonging to West Coast Fast Freight, Inc. as a result of which the said van and tractor were damaged, West Coast Fast Freight lost the use thereof for a period of time, and West Coast Fast Freight was necessarily required to expend money in conservation of the cargo carried in said equipment as a result of which it suffered damage which it alleges is in the sum of not less than $3,955.42.

Hugh B Collins
Hugh B. Collins

Subscribed and sworn to before me this 6th day of November, 1953.

1587

November 6, 1953

Secretary of State
Salem, Oregon

Re: State Highway Contract No. 3792
T. W. Thomas, Contractor
Maryland Casualty Company, Surety

Dear Sir:

I enclose a notice of claim by West Coast Fast Freight, Inc. against the above mentioned bond which is filed with you as required by Chapter 131, Oregon Laws, 1953.

Please acknowledge receipt of this notice and let me know on what date it was filed by you.

Very truly yours,

HUGH B. COLLINS

HBC/l
enc.

TO THE STATE OF OREGON and THE STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned, West Coast Fast Freight, Inc., a corporation, has a claim for damage to its Kenworth Tractor and van, for loss of use thereof, and for expense necessarily incurred in the conservation of its cargo, in the sum of $3,955.42 against the bond taken from T. W. Thomas as principal and Maryland Casualty Company as surety upon State Highway Contract No. 3792 which covers grading and paving the Medford-County Farm Section of the Pacific Highway in Jackson County.

This claim arose on July 15, 1953 on U. S. Highway 99 near the southerly City Limit of Medford, Oregon, when equipment then being operated by T. W. Thomas in the performance of the work covered by said contract collided with the said tractor and van.

Dated November 6, 1953.

West Coast Fast Freight, Inc.

By: ______________________
Its Attorney

Form E-1-10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 7 Nov 53, 19

Section Medford - County Farm

Kind of work Grading, paving

Highway Pacific

Section prefix 15-1027

Contractor T [illegible] Thomas

Contract number 3792

Date of contract 20 Aug 52, 19

Date of completion 31 Aug 53, 19

Date work started 28 Aug 52, 19

Estimated date of completion 30 Nov 53, 19

Amount of contract $559,934.38

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $559,900.00

Per cent of contract completed, based on total contract price 99.5 %

Engineering cost to date $38,000, 88 %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor has had a crew of 12 men cleaning up project all week. He has been working over the entire project and very little is ready to be accepted as a completed job.

J C Compton moving out AC plant to Roseburg.

	Stations	Plans	Final
Excavation	273-339 356-554	58,749	52,443
Embankment	273-339 356-554	6,285	6,874

NOTED
FORREST [illegible]

NOTED
[illegible] SMITH

RECEIVED
NOV 9 1953
OFFICE OF
CONSTRUCTION ENGINEER

Signed W B [illegible], Resident Engineer

Address Medford

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

Sel Rdbd Top

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.36				5.36
Miles partially completed					
Miles completed	5.36				5.36
Total estimated quantities	84,400	65,000	2057		31,275
Estimated quantities moved or placed to date	84,400	65,000	2057		31,275
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	12				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders .....2....., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Cloudy		
Tuesday	Cloudy		
Wednesday	Cloudy		
Thursday	Rain		
Friday	Cloudy		
Saturday			

State Printing

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NOV 3 1953
FOR FILING

3792

November 2, 1953

Mr. Hugh B. Collins
Attorney at Law
One Goldy Building
Medford, Oregon

Dear Mr. Collins:

The contract referred to in your letter of October 29, 1953 is known as State Highway Contract No. 3792. It is described as grading and paving the Medford-County Farm Section of the Pacific Highway in Jackson County. This contract was awarded to T. W. Thomas on August 20, 1952, and the bond furnished in connection therewith was written by the Maryland Casualty Company for whom Mansfield and Company are local agents with offices in Room 302 Lewis Building, Portland 4, Oregon.

The above is furnished as requested to enable you to file a claim in behalf of the West Coast Fast Freight, whom you represent, and whose equipment, you state, suffered damage as a result of the operations of the above contractor.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

HUGH B. COLLINS
ATTORNEY AT LAW

TELEPHONE 2-9034

ONE GOLDY BUILDING
MEDFORD, OREGON

October 29, 1953

IN REPLYING, REFER TO:

Secretary of the
State Highway Commission
Salem, Oregon

Dear Sir:

I represent West Coast Fast Freight, which suffered damage to some of their equipment as a result of the operations of the contractor, whom I believe was T. W. Thomas, on the Highway 99 job immediately southerly of the Medford city limits. This accident occurred on or about July 15, 1953.

Will you please let me have the correct identity of the contractor and the identity of his surety. I will then be in a position to furnish you with a statutory affidavit for a copy of the bond and contract.

Very truly yours,

H B Collins
HUGH B. COLLINS

HBC/1

RECEIVED
[illegible]
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISTER

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FOR FILING

[illegible]

[illegible]792

October 16, 1953

Mr. T. W. Thomas
10248 N. E. Holladay St.
Portland 16, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on September 24, 1953, had under discussion your request for an extension of time from August 31 to October 30, 1953 within which to complete your contract No. 3792, for grading and paving on the Medford-County Farm Section of the Pacific Highway in Jackson County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

gl

cc: Tom Edwards,
Division Engineer

Walter B. Merrill,
Resident Engineer

H. G. Smith,
Construction Engineer

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FOR FILING

[illegible]

[illegible]

September 22, 1953

Oregon State Highway Commission

Request for extension of time
No. 34
September 24 and 25 Meeting

Gentlemen:

Herewith a request from T. W. Thomas for an extension of time on the Medford-County Farm Section, Contract No. 3792, from August 31, 1953 to October 30, 1953.

Extremely heavy rains during the spring season delayed the grading approximately 45 days and would not permit the paving until late this fall.

The delay was not the fault of the contractor and I therefore recommend the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

EAP fp

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SEP 17 1953
FOR FILING

BFI-157

[illegible]

September 16th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Medford-County Farm Contract #3792, Oregon BFI-157(10), from August 31st, 1953, to October 30th, 1953, to T. W. Thomas, contractor.

Extremely heavy rains during the spring season delayed the grading approximately 45 days and would not permit the paving until late this fall.

The delay was not the fault of the contractor, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

R

cc to: H. G. Smith

RECEIVED
1953
FOR FILING

June 5, 1953

Mr. Philip B. Lowry
Neff, Frohnmayer & Lowry
200 Cooley Theatre Building
Medford, Oregon

Dear Sir:

In reply to your letter of May 18, please be advised that we caused an immediate investigation to be made relative to matters of the Medford Irrigation District, and for your information I attach hereto a copy of a letter from Tom Edwards, Division Engineer at Roseburg, setting forth steps being taken to effect a suitable condition in the District's irrigation system.

We appreciate your cooperation in this matter and wish to assure you that we are making every effort to the end that irrigation will not be interfered with.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

Encl.

FORM E-20 25M 9-51 82219

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 3rd, 1953

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

Dear Sir:

In regard to Assignment #4240, complaint of Neff, Frohnmayor & Lowry, attorneys for the Medford Irrigation District, that facilities were not completed as in our agreement.

I attach copy of a letter dated May 29th, from Mr. Edwards, in which he advises he has gone over the project with the resident engineer and contractor and shows in detail the work which he has ordered done.

Very truly yours,

H. G. Smith
H. G. Smith
Construction Engineer

HGS:AR
Enc.

RECEIVED
JUN 3 1953
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-20 25M 9 51 92818

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
May 29, 1953

SUBJECT: 15-1027

To: Forrest Cooper
Assistant Construction Engineer

Dear Sir

Further reply is made to your letter of May 25th transmitting a complaint of the Medford Irrigation District regarding omission in revision of their facilities.

1. At Station 477+58, the box and pipe leak. They are being repaired.

2. Between Stations 485+60 and 490+00 the allegation that the ditch and boxes have not been completed is correct. This area stands under about 8" of water and the contractor has assured me that he will complete the work at the earliest possible moment. I expect this to be done before the district has a critical demand for water through this facility.

3. Between Stations 494+50 and 499+20, leaks have developed in the tile and the ditch has not been cleaned. The contractor has assured me that this will be completed. Part of the back fill has been completed since the districts letter was written.

4. At Station 499+20 the concrete box will be repaired and flash board will be supplied.

5. The district alleges that the bridge construction at Station 534+00 will not allow flash board to fit in place. I examined this situation and it appears that the flash boards which were to be supplied by the district have not been properly cut. I am unable to find any defect in the construction. I have instructed Mr. Merrill and the contractor to determine, by joint inspection with the Irrigation District officials, the nature of the difficulty and to repair it.

6. The ditch between Station 477+60 and 480+60 was originally specified as a flat bottom ditch. Revision was made after joint agreement by the attorneys to a "V" bottom ditch. The ditch was so constructed

except that the work was done with a blade and the bottom is not a perfect "V", but has been flattened somewhat by a motor grader wheel running therein. I have instructed our people to confer with the Medford Irrigation people in regard to this matter and to take such steps as they direct to clear this matter.

7. A small amount of rock and debris have been knocked into the gunite channel between Station 286+78 and 295+50. They will be removed.

I have inspected each and every one of these personally in company with the resident engineer and contractor. I find the intent of all parties to be good, but find that they have been severely hampered by inclement weather, Principally by reason of not having material sufficiently dry for proper back filling and tamping around boxes and turn outs and by excess surface water preventing operations between Station 485+60 and 490+00. I will follow this matter further to see that the Irrigation District is completely satisfied at the earliest possible moment.

Very truly yours

Tom Edwards

Tom Edwards
Division Engineer

TE:rw

RECEIVED
JUN 1 - [illegible]
[illegible]

No. 4240
By [illegible]

ASSIGNMENT

Date: **May 25, 1953**

Description: **Letter of May 18 by Neff, Frohnmayer & Lowry regarding failure to complete work which was to be completely performed by April 1, 1953 (Medford-County Farm Section)**

Acknowledged by _____ Referred to ___ Smith ✓__________

Investigate and report with recommendation
xxxInvestigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ______________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 6-8-53 mc Report received ________

Remarks: **Expedite.**
WCW

PORTER J. NEFF
OTTO J. FROHNMAYER
PHILIP S. LOWRY

TELEPHONE 3-7117

NEFF, FROHNMAYER & LOWRY
ATTORNEYS AT LAW
200 COOLEY THEATRE BUILDING
MEDFORD, OREGON

May 18, 1953

PLEASE RETURN TO
W. C. WILLIAMS

Oregon State Highway Department
Salem, Oregon

Re: Oregon State Highway Department -
Medford Irrigation District agreement

Gentlemen:

The board of directors of the Medford Irrigation District has requested that we write to you concerning the performance of the above agreement which, you will recall, was to be completely performed, with respect to irrigation facilities, by April 1, 1953.

Mr. Hoffbuhr, Manager of the District, very recently made an inspection of the work performed under the agreement, and we regret to advise you that he reports a failure to comply with the agreement in these several particulars:

(1) At Station 477+58, the joints leak in the concrete pipe and the box also leaks.

(2) Between Stations 485+60 to 490+00, the ditch has not been completed, three concrete diversion boxes have not been completed and flash boards have not been furnished. This is a particularly critical situation because it prevents the District's delivery of water as required by law. Demand has been made upon the District for the delivery of water at this point and we have been unable to comply. We desire to put you on notice of this situation in order that you may be aware of the fact that the landowner in question has notified us of his dissatisfaction in this regard.

(3) Between Stations 494+50 to 499+20, leaks have developed in the tile and the ditch has not been cleaned below the tile. No back fill has been made over the pipe where the driveway enters to the houses just south of Kim's Restaurant. If this situation is not remedied, it appears that the pipe will collapse from the traffic going across it.

(4) At Station 499+20, the concrete box leaks and no flash boards have been supplied for the box.

(5) The bridge construction at approximately 534+00 will not allow flash boards to fit in place.

(6) The ditch between Stations 477+60 to approximately 480+60 has not been constructed according to specifications.

(7) Rocks and debris have been knocked into the gunite channel between Stations 286+78 to 295+50, and we request the removal of these objects therefrom.

Mr. Hoffbuhr further advises us that he has made repeated requests of the resident engineer to take care of this situation, but that the only satisfactory response he has been able to get from the resident engineer is a statement to the effect that he cannot get the general contractor to comply.

It is our thought that you would want to promptly get into this situation and see that it is corrected and that there is complete compliance with the contract without further delay. The District stands prepared to give you every cooperation in this matter and, upon your request, we shall ask Mr. Hoffbuhr to accompany any representative whom you may select to go over the various matters mentioned herein with you.

It is certainly our intention to give you every consideration, knowing the problems incidental to highway construction, but we feel sure that you will recognize the necessity of our situation. It will be appreciated if you will advise us at the earliest possible time as to what steps are being taken to remedy this situation.

Yours very truly,

NEFF, FROHNMAYER & LOWRY

By Philip B. Lowry

PBL:cc

RECEIVED
FOR FILING

EII-157(11)

7772

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
May 18, 1953

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer

Attn: Mr. Forrest Cooper

Dear Sir:

Regarding suggested additional safety measures to be taken by Mr. W. T. Thomas, Contractor for the Medford-County Farm Section of the Pacific Highway, please be advised that on Thursday May 14, 1953, I met with Mr. Thomas and discussed this problem with him.

Mr. Thomas will endeavor to keep the "topping" placed as soon as the earth is removed along the present pavement. It was suggested that the new topping material could be bladed back against the pavement edge and thus keep the exposed pavement depth to a minimum. This will be done where practical.

Flares, barricades and reflectors are set out each evening.

Mr. W. B. Merrill was advised to exert continued effort to keep this section as safe as possible while under construction.

Very truly yours,

Tom Edwards
Division Engineer

By

F. D. Morgan

F. D. Morgan
Ass't. Div. Engr.

FDM:db

cc: Mr. W. B. Merrill

RECEIVED
FOR FILING

FORM E-30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 13th, 1953

SUBJECT:

To:
Mr. Tom Edwards
Division Engineer
State Highway Department
Roseburg, Oregon

Attention: Mr. F. D. Morgan

NOTED
W. C. WILLIAMS

Dear Sir:

I note your letter of May 12th, 1953, to Mr. W. T. Thomas re additional safety measures on the Medford-County Farm Section.

I believe that this should be followed up by an inspection in the immediate future, and also that the resident engineer should be instructed to keep a continual check on the operations so that no criticism will be leveled at the Department as the result of carelessness by the contractor.

Very truly yours,

H. G. Smith
Construction Engineer

By

Forrest Cooper
Ass't. Construction Engineer

FC:AR

cc to: W. C. Williams

RECEIVED
FOR FILING

RC I 157( )

[illegible]

4090

April 16, 1953

Mr. Harry C. Skyrman
Attorney at Law
416-419 Medical Center Building
Medford, Oregon

Dear Sir:

Reference is made to your letter of March 17 regarding a condition which you anticipate will cause erosion on the Heard property, R/W 18434, on the Medford-County Farm Section.

We have taken this matter up with Mr. Tom Edwards, Division Engineer, who advises he intends to place a concrete facing on the channel slope opposite the end of the box after the box has been constructed. This is being done to prevent any erosion which you fear might take place.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS:AR me

cc Mr. H. G. Smith
Mr. Tom Edwards

No. 4090
By WCW

ASSIGNMENT

ate: March 20, 1953

Description: **Letter of September 2, 1952 by Harry C. Skyrman (copy), Letter of March 17 by Harry C. Skyrman; re condition which he states will result in eroding of his land as soon as there is high water**

Acknowledged by _____ Referred to ___Smith ✓________

Investigate and report with recommendation
xxxx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 4-15-53 Report received _______
mc

Remarks:

PHONE 2-4077

HARRY C. SKYRMAN
ATTORNEY AT LAW
416-419 MEDICAL CENTER BUILDING
MEDFORD, OREGON

ASSOCIATES
CLIF D. OUELLETTE
MANVILLE M. HEISEL

PLEASE RETURN TO
W. C. WILLIAMS

March 17, 1953

State Highway Commission
Salem
Oregon

Re: Right-of-Way Contract No. 18434
C. C. Heard Pacific Highway Right-of-Way
Medford--County Farm Section

Gentlemen:

I am enclosing herewith a copy of my letter of September 2 of last year relative to the above matter.

Mr. Heard advises me that up to the present time nothing has been done to correct the condition which will result in the eroding away of his land as soon as high water comes

We would greatly appreciate it if you would have your engineer call on Mr. Heard and go over this matter with him.

Inasmuch as construction is now proceeding in this area, I assume it would be less expensive to have this matter taken care of at this time, before any erosion takes place.

Thanking you, I am

Yours truly,

W. C. WILLIAMS

Harry C Skyrman

HCS:me

Enclosure

RECEIVED
MAR 19 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible] 1953
FOR FILING

March 11, 1953

Mr. Vernon R. Thorpe
Director of Public Works
Medford, Oregon

Dear Sir:

We are enclosing construction plan and profile sheets within the City of Medford, and sheet of typical sections on the Medford-County Farm Section now under construction.

This is in response to your request to Mr. Frank Towle a few days ago.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

Encl.

DBP/sjc

FORM E-90 37,500 4-53 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 10, 1953

SUBJECT:

To: Mr. S. H. Probert
Office Engineer
Salem, Oregon

Dear Mr. Probert:

While in Medford Friday of this last week, I had occasion to contact Mr. Vernon R. Thorpe, Director of Public Works for the City of Medford. My conversation with Mr. Thorpe had to do with the moving of certain power poles of the California Oregon Power Company, and following our conversation on that subject Mr. Thorpe stated that he would appreciate it very much if the Department would send him a copy of the plan and profile and typical sections of the job now under way on Riverside Avenue, South, in the city of Medford.

As it is my understanding that your department takes care of matters of this kind, I am passing this along to you for your attention.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Frank I. Towle
FRANK I. TOWLE
Engineering Investigator

[illegible]

FIT:bh

Form PR 2 (Revised 1950)

State Oregon

Federal Aid Bond Issue Project No. EF-157(10)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of March, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 20th day of November, 1951, a program, which was approved on the 15th day of January, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 26th day of June, 1952; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of three hundred forty-eight thousand and 00/100 dollars ($348,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by Chapter 491, Oregon Laws 1951, viz.:
(Include date and citation of act of legislature by which authorized)

[illegible]

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	10,000,000	Feb. 1, 1953	Feb. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 273+00 in the NE 1/4, Section 22, T-38-S, R-1-W, W.M. and survey station 554+00 in the SE 1/4, Section 30, T-37-S, R-1-W, W.M., without exception,

, length 5.360 miles, in Jackson County, being Oregon Federal Aid Bond Issue/project No. F-157(10), consisting of 5.356 miles of roadway and one bridg[illegible]h of more than 20 feet clear span, 0.004 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of three hundred forty-eight thousand and 00/100 dollars ($348,000.00), which does not exceed the authorized Federal pro rata share of five hundred sixty thousand eight hundred fifty and 39/100 dollars ($560,850.39), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing funds and probable amount annually available)
Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest
SECRETARY

[illegible] FOR APPROVAL

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Bureau of Public Roads.

MAR 13 1953
OREGON

RECEIVED
1953

Oregon State Highway Department

Federal Aid Primary Project
No. FP-157 (10)

MEDFORD-COUNTY FARM SECTION

OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 12, 1953

Type Code 6201
Roadway (Outside City)(Sta. 273+00 to 534+48.15)(Contract No. 3792)

All Required		Clearing and Grubbing (90%)		$ 10,350.00
120	sq. yds.	Removal of Pavement	$ 3.00	360.00
20	only	Removal of Catch Basins	40.00	800.00
2,600	cu. yds.	Structural Excavation, Unclassified	3.00	7,800.00
1,100	cu. yds.	Trench Excavation, Unclassified	1.50	1,650.00
94,500	cu. yds.	General Excavation, Unclassified	0.46	43,470.00
250,000	yd. sta.	Short Overhaul	0.02	5,000.00
17,000	C-yd. sta.	Long Overhaul	0.40	6,800.00
4.99	miles	Finishing Roadbed and Slopes	575.00	2,869.25
40	lin. ft.	8-inch Sewer Pipe	1.40	56.00
50	lin. ft.	12-inch Sewer Pipe	1.90	95.00
900	lin. ft.	18-inch Sewer Pipe	3.10	2,790.00
360	lin. ft.	6-inch Perforated Metal Drain Pipe, Coated	2.10	756.00
120	cu. yds.	3/8" - 0 Backfill in Drains	5.00	600.00
6,100	lin. ft.	12-inch Concrete Pipe	2.00	12,200.00
360	lin. ft.	18-inch Concrete Pipe	3.30	1,188.00
12	lin. ft.	24-inch Concrete Pipe	6.50	78.00
240	lin. ft.	30-inch Corrugated Metal Pipe	10.50	2,520.00
80	lin. ft.	42-inch Corrugated Metal Pipe	15.00	1,200.00
20	lin. ft.	60-inch Corrugated Metal Pipe	30.00	600.00
15	lin. ft.	43-inch Arch Type Corrugated Metal Pipe	20.00	300.00
180	lin. ft.	72-inch Arch Type Corrugated Metal Pipe	29.00	5,220.00
520	lin. ft.	12-inch Concrete Siphon Pipe	2.65	1,378.00
240	lin. ft.	18-inch Concrete Siphon Pipe	3.80	912.00
10	cu. yds.	Concrete Siphon Boxes	75.00	750.00
70	lin. ft.	6-inch Concrete Drain Pipe	2.00	140.00
1,000	lin. ft.	Salvaging Culvert Pipe	1.50	1,500.00
230	lin. ft.	Extra for Installing Pipe under Pavement	5.00	1,150.00
21	only	Concrete Catch Basins	90.00	1,890.00
6	only	Special Concrete Catch Basins	150.00	900.00
3	only	Concrete Manholes	220.00	660.00

150	cu. yds.	Class "A" Concrete in Box Culverts	$ 75.00	$ 11,250.00
21,500	lbs.	Metal Reinforcement in Box Culverts	0.135	2,902.50
200	cu. yds.	Concrete Curbs and Gutters	50.00	10,000.00
90	only	3/4" x 18" Dowel Bars in Gutter	1.00	90.00
500	lin. ft.	1½-inch Electrical Conduit	1.50	750.00
71,000	cu. yds.	Selected Roadbed Topping	0.50	35,500.00
72,400	yd. mi.	Hauling Roadbed Topping	0.20	14,480.00
10,500	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	3.00	31,500.00
3,900	M-gal.	Sprinkling	2.50	9,750.00
4.99	miles	Preparation of Base	300.00	1,497.00
970	cu. yds.	3/4" - 0 Material in Binder Course	4.00	3,880.00
170	tons	RC-3 Asphalt in Binder Course	50.00	8,500.00
26,500	tons	Class "B" Asphaltic Concrete	6.40	169,600.00
155	tons	RS-1 Emulsified Asphalt in Seal Coat	55.00	8,525.00
1,050	cu. yds.	Aggregate in Seal Coat	5.00	5,250.00
300	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	300.00
320	cu. yds.	Concrete Islands	48.00	15,360.00
			Subtotal	$445,116.75
			10% Engr. & Cont.	44,511.67
			Total	$489,628.42

Length of Roadway 4.991 miles
Cost per mile $98,102.26

Type Code 6201
Roadway (Inside City)(Sta. 534+48.15 to 554+00)(Contract No. 3792)

All Required		Clearing and Grubbing (10%)		$ 1,150.00
3	only	Removal of Manholes	$ 50.00	150.00
950	cu. yds.	Structural Excavation, Unclassified	3.00	2,850.00
100	cu. yds.	Trench Excavation, Unclassified	1.50	150.00
5,500	cu. yds.	General Excavation, Unclassified	0.46	2,530.00
100,000	yd. sta.	Short Overhaul	0.02	2,000.00
13,000	C-yd. sta.	Long Overhaul	0.40	5,200.00
0.37	mile	Finishing Roadbed and Slopes	575.00	212.75
190	lin. ft.	8-inch Sewer Pipe	1.40	266.00
550	lin. ft.	12-inch Sewer Pipe	1.90	1,045.00
1,000	lin. ft.	18-inch Sewer Pipe	3.10	3,100.00
20	lin. ft.	Extra for Installing Pipe Under Pavement	5.00	100.00
5	only	Concrete Catch Basins	90.00	450.00
3	only	Concrete Manholes	220.00	660.00
200	cu. yds.	Concrete Curbs and Gutters	50.00	10,000.00
170	only	3/4" x 18" Dowel Bars in Gutter	1.00	170.00
4,000	cu. yds.	Selected Roadbed Topping	0.50	2,000.00
8,600	yd. mi.	Hauling Roadbed Topping	0.20	1,720.00

500	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	$ 3.00	$ 1,500.00
100	M-gal.	Sprinkling	2.50	250.00
0.37	mile	Preparation of Base	300.00	111.00
80	cu. yds.	3/4" - 0 Material in Binder Course	4.00	320.00
20	tons	RC-3 Asphalt in Binder Course	50.00	1,000.00
2,500	tons	Class "B" Asphaltic Concrete	6.40	16,000.00
15	tons	RS-1 Emulsified Asphalt in Seal Coat	55.00	825.00
100	cu. yds.	Aggregate in Seal Coat	5.00	500.00
			Subtotal	$ 54,259.75
			10% Engr. & Cont.	5,425.97
			Total	$ 59,685.72

Length of Roadway 0.365 mile
Cost per mile $163,522.52

Type Code X028
Structure (Sta. 537+63 to 537+85)(Contract No. 3792)

50	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 150.00
110	cu. yds.	Class "A" Concrete in Box Culverts	75.00	8,250.00
12,500	lbs.	Metal Reinforcement	0.135	1,687.50
80	lin. ft.	Metal Rail	5.00	400.00
			Subtotal	$ 10,487.50
			10% Engr. & Cont.	1,048.75
			Total	$ 11,536.25

Length 0.004 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway			
Outside City	$489,628.42	$303,808.00	$185,820.42
Inside City of Medford	59,685.72	37,034.00	22,651.72
Structure	11,536.25	7,158.00	4,378.25
	$560,850.39	$348,000.00	$212,850.39

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 491, laws 1951
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Primary
Project No. BF-157 (10)

MEDFORD-COUNTY FARM SECTION

OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 24, 1952

Type Code 6201
Roadway (Outside City) (Sta. 273/00 to 534/48.15)

All Required		Clearing and Grubbing (90%)		$ 3,600.00
120	sq. yds.	Removal of Pavement	$ 1.00	120.00
20	only	Removal of Catch Basins	30.00	600.00
2,600	cu. yds.	Structural Excavation, Unclassified	3.50	9,100.00
1,100	cu. yds.	Trench Excavation, Unclassified	3.00	3,300.00
94,500	cu. yds.	General Excavation, Unclassified	0.65	61,425.00
250,000	yd. stas.	Short Overhaul	0.02	5,000.00
17,000	C-yd. stas.	Long Overhaul	0.50	8,500.00
4.99	mile	Finishing Roadbed and Slopes	700.00	3,493.00
40	lin. ft.	8-inch Sewer Pipe	1.25	50.00
50	lin. ft.	12-inch Sewer Pipe	2.00	100.00
900	lin. ft.	18-inch Sewer Pipe	3.00	2,700.00
360	lin. ft.	6-inch Perforated Metal Drain Pipe, Coated	2.00	720.00
120	cu. yds.	3/8" - 0 Backfill in Drains	4.50	540.00
6,100	lin. ft.	12-inch Concrete Pipe	2.50	15,250.00
360	lin. ft.	18-inch Concrete Pipe	3.50	1,260.00
12	lin. ft.	24-inch Concrete Pipe	4.75	57.00
240	lin. ft.	30-inch Corrugated Metal Pipe	8.50	2,040.00
80	lin. ft.	42-inch Corrugated Metal Pipe	14.00	1,120.00
20	lin. ft.	60-inch Corrugated Metal Pipe	22.00	440.00
15	lin. ft.	43-inch Arch Type Corrugated Metal Pipe	15.00	225.00
180	lin. ft.	72-inch Arch Type Corrugated Metal Pipe	45.00	8,100.00
520	lin. ft.	12-inch Concrete Siphon Pipe	2.75	1,430.00
240	lin. ft.	18-inch Concrete Siphon Pipe	4.00	960.00
10	cu. yds.	Concrete Siphon Boxes	65.00	650.00
70	lin. ft.	6-inch Concrete Drain Pipe	0.75	52.50
1,000	lin. ft.	Salvaging Culvert Pipe	2.00	2,000.00
230	lin. ft.	Extra For Installing Pipe Under Pavement	3.50	805.00
21	only	Concrete Catch Basins	75.00	1,575.00

6	only	Special Concrete Catch Basins	$100.00	$ 600.00
3	only	Concrete Manholes	250.00	750.00
150	cu. yds.	Class "A" Concrete in Box Culverts	65.00	9,750.00
21,500	lbs.	Metal Reinforcement in Box Culverts	0.14	3,010.00
200	cu. yds.	Concrete Curbs and Gutters	50.00	10,000.00
90	only	3/4" x 18" Dowel Bars in Gutter	0.60	54.00
500	lin. ft.	1¼-inch Electrical Conduit	0.75	375.00
71,000	cu. yds.	Selected Roadbed Topping	0.55	39,050.00
72,400	yd. mi.	Hauling Roadbed Topping	0.20	14,480.00
10,500	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.50	26,250.00
3,900	M-gals.	Sprinkling	2.50	9,750.00
4.99	miles	Preparation of Base	400.00	1,996.00
970	cu. yds.	3/4" - 0 Material in Binder Course	3.50	3,395.00
170	tons	RC-3 Asphalt in Binder Course	42.00	7,140.00
26,500	tons	Class "B" Asphaltic Concrete	6.00	159,000.00
155	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	6,975.00
1,050	cu. yds.	Aggregate in Seal Coat	5.00	5,250.00
300	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	300.00
320	cu. yds.	Concrete Islands	50.00	16,000.00
			Subtotal	$449,337.50
			10% Engr. & Cont.	44,933.75
			Total	$494,271.25

Length of Roadway 4.991 miles
Cost per mile $99,032.51

Type Code 6201
Roadway (Inside City)(Sta. 534/48.15 to 554/00)

All Required		Clearing and Grubbing (10%)		$ 400.00
3	only	Removal of Manholes	$ 50.00	150.00
950	cu. yds.	Structural Excavation, Unclassified	3.50	3,325.00
100	cu. yds.	Trench Excavation, Unclassified	3.00	300.00
5,500	cu. yds.	General Excavation, Unclassified	0.65	3,575.00
100,000	yd. stas.	Short Overhaul	0.02	2,000.00
13,000	C-yd. stas.	Long Overhaul	0.50	6,500.00
0.37	mile	Finishing Roadbed and Slopes	700.00	259.00
190	lin. ft.	8-inch Sewer Pipe	1.25	237.50
550	lin. ft.	12-inch Sewer Pipe	2.00	1,100.00
1,000	lin. ft.	18-inch Sewer Pipe	3.00	3,000.00
20	lin. ft.	Extra for Installing Pipe Under Pavement	3.50	70.00
5	only	Concrete Catch Basins	75.00	375.00
3	only	Concrete Manholes	250.00	750.00

200	cu. yds.	Concrete Curbs and Gutters	$ 50.00	$ 10,000.00
170	only	3/4" x 18" Dowel Bars in Gutter	0.60	102.00
4,000	cu. yds.	Selected Roadbed Topping	0.55	2,200.00
8,600	yd. mi.	Hauling Roadbed Topping	0.20	1,720.00
500	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.50	1,250.00
100	M-gals.	Sprinkling	2.50	250.00
0.37	mile	Preparation of Base	400.00	148.00
80	cu. yds.	3/4" - 0 Material in Binder Course	3.50	280.00
20	tons	RC-3 Asphalt in Binder Course	42.00	840.00
2,500	tons	Class "B" Asphaltic Concrete	6.00	15,000.00
15	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	675.00
100	cu. yds.	Aggregate in Seal Coat	5.00	500.00
			Subtotal	$ 55,006.50
			10% Engr. & Cont.	5,500.65
			Total	$ 60,507.15

Length of Roadway 0.365 mile
Cost per mile $165,773.01

Type Code X028
Structure (Sta. 537+72 to 537+94)

50	cu. yds.	Structural Excavation, Unclassified	$ 3.50	$ 175.00
110	cu. yds.	Class "A" Concrete in Box Culverts	65.00	7,150.00
12,500	lbs.	Metal Reinforcement	0.14	1,750.00
80	lin. ft.	Metal Rail	3.50	280.00
			Subtotal	$ 9,355.00
			10% Engr. & Cont.	935.50
			Total	$ 10,290.50

Length 0.004 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway			
Outside City	$494,271.25	$306,148.00	$188,123.25
Inside City of Medford	60,507.15	37,478.00	23,029.15
Structure	10,290.50	6,374.00	3,916.50
	$565,068.90	$350,000.00	$215,068.90

[redacted]
MAR 6 1953
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No. 1443
NOA
22-1

Salem, Oregon
January 28, 1953

Mr. R. H. Baldock
State Highway Engineer
Office

Attached is an executed copy of an agreement with the Medford Irrigation District covering the proposed relocation of a section of the Pacific Highway in Jackson County, which section is known and described as the Medford-County Farm Section of the Pacific Highway.

The original of the above agreement has been retained in this office for the Commission's files and one fully executed has been sent to Mr. Phillip B. Lowery, Attorney, Medford Irrigation District.

Yours very truly,

Secretary

rn
Attach: 1

REFERRED TO
SECRETARY
To File

RECEIVED
JAN 12 1953
FOR FILING

[illegible]

5792

Salem, Oregon
January 9, 1953

Mr. C. W. Enfield

I hand you herewith a file having reference to a claim of the California Oregon Power Company for moving of power poles which occupied public right of way but wherein the Power Company had overhang easements over private property. I believe this file is self-explanatory, and I would appreciate your having the matter reviewed and advising me as to what action the State should take in this matter.

Please return the file when you have finished with it.

W. C. Williams

WCW:me

Encl.

RECEIVED
FOR FILING

Salem, Oregon
February 11, 1952

Mr. H. G. Smith

In the matter of Copco power lines on the Medford-County Farm Section, I am advised by Mr. Enfield that if we are purchasing rights of way on which the Power Company has an easement for overhang of their power lines, we would be obligated to pay for such value as the overhang easement might entail. The movement of the power lines is something entirely apart from the overhang easement.

I would suggest that, inasmuch as you are buying additional right of way, you purchase an additional three or four feet, or whatever the overhang of the Copco poles may require, and then let the Copco people set in far enough from our right-of-way line so that they would be furnished an area for overhang purposes equivalent to what they now have on private property.

The movement of the power lines should be entirely at the Copco Company's expense wherever they are on State right of way.

W. C. Williams

FORM E-30 25M 6-51 46713

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 8th, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

Dear Sir:

I hand you herewith the attached letters which advise that the Copco has an easement for overhang on the Medford-County Farm Section, although their poles are on our right of way.

It would seem to me that it would have no bearing on the movement of the poles, but it certainly has some bearing on the cost of clearing the encroachments from the adjacent property which we have to buy. If the Copco has an easement on this property for overhand, it may make it advisable for us to give some consideration toward cooperating on the movement of their poles.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR
Enc. 2

FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
February 7, 1952

SUBJECT:

To:

H. G. Smith
Construction Engineer

Dear Sir:

Please note the attached from Roberts concerning the overhang of pole easements on the Medford-County Farm Section.

The power company are on the State Highway right of way by reason of permit granted to them for occupancy thereof. The fact that they have easement overhangs I feel has no bearing on the matter and that we should advise them that we will pay no portion of the cost toward moving.

Very truly yours,

TOM EDWARDS,
Division Engineer

TE:rw

Enc.

RECEIVED
FEB 8 1952
OFFICE OF
CONSTRUCTION ENGINEER

FORM E-30 25M 8-51 52319

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Grants Pass, Oregon.
February 6th., 1952

SUBJECT: Power Poles, Medford - County Farm

To: Mr. Tom Edwards
Division Engineer,
Roseburg, Oregon.

Dear Sir:

At the request of Mr. E. L. Sams of the California Oregon Power Co. who is preparing the plans and work orders for the moving of their poles on the Medford - County Farm Section of the Pacific Highway I am writing regarding overhang easements.

From Medford to a point just morgh of Phoenix and at the south end of the proposed job their poles are on the present right of way but generaly near the edge with the cross-arms overhanging private property. At times in the past they have secured overhang easements for these cross-arms on many of the parcels along where the poles will have to be moved. The Power Co. would like to know what consideration the State will give them for these overhang easements towards the cost of moving their lines.

Very truly yours,

Glenn E. Roberts

Glenn E. Roberts

RECEIVED
FOR FILING
1571- [illegible]
FORM E-30 SEM 8-51 PK312

3792

5

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 19th, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

The resident engineer on the Medford-County Farm Section hired the Medford Neon Sign Company to remove the neon sign which belonged to Mrs. E. J. Moss, which was on the existing right of way. It will be necessary to pay the sign company and attempt to collect from Mrs. Moss.

The resident engineer proceeded in rather an unethical manner in getting the sign removed under the rush of the construction operations, but it is necessary to pay for the work whether we ever collect or not.

Very truly yours,

H. G. Smith
H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
DEC 19 1952
[illegible]

NOTED
W. W. STIFFLER

RECEIVED
FOR FILING
FORM E-30X 25M 4-52 56808

Indexed
Alphabetically

Kessler, John

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
December 2, 1952

NOTED
W. C. WILLIAMS

SUBJECT:

To: W. B. Merrill
Resident Engineer

Dear Sir

Upon receipt of your letter advising that Mr. John Kessler wished concrete steps instead of the wooden steps designed, it was my thought that we would be in a better position in our right of way condemnation if the concrete steps were provided.

This matter has been discussed with Mr. Baldock and Mr. Cooper by Mr. Paxson and it is their thought that we will be in no better position and consequently, should proceed with construction of the timber steps. Please do so.

Very truly yours

Tom Edwards

TOM EDWARDS
Division Engineer

TE:rw

cc H. G. Smith
W. C. Williams
Forrest Cooper

RECEIVED
1952

RECEIVED
FOR FILING
FORM E-30X 25M 4-52 56808

Indexed
Alphabetically

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
December 2, 1952

SUBJECT:

To: W. B. Merrill
Resident Engineer

Dear Sir

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This matter has been discussed with Mr. Baldock and Mr. Cooper by Mr. Paxson and it is their thought that we will be in no better position and consequently, should proceed with construction of the timber steps. Please do so.

Very truly yours

Tom Edwards

TOM EDWARDS
Division Engineer

TE:rw

cc M. G. Smith
W. C. Williams
Forrest Cooper

RECEIVED

RECEIVED
FOR FILING

FORM E-20X 25M 4-52 99908

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 28, 1952

SUBJECT:

To:

Mr. Tom Edwards
Division Engineer
State Highway Department
Roseburg, Oregon

W. C. WILLI

Dear Sir:

I have discussed with the Right of Way Department and with Mr. Baldock the providing of concrete steps leading to the canal footbridge on the John Kessler property. This right-of way is under condemnation, and it is the opinion of the Right of Way Department that we will not gain any advantage in the condemnation award through the providing of the concrete steps rather than the timber steps. These concrete steps are, of course, considerably more expensive than timber steps. Unless there is some reason for providing concrete that I do not know about, I believe we should go ahead with the timber steps. I would appreciate advice from you concerning this.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
cc W. C. Williams ✓
Forrest Cooper
H. G. Smith

RECEIVED
DEC 1 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

[illegible]

2826

maint
see [illegible]

adm
petition
Jackson

November 13, 1952

Alva A. and George Ingram
Route 3, Box 267-C
Medford, Oregon

Dear Mr. and Mrs. Ingram:

Your names appear first on the petition recently presented to this office requesting that maple trees in front of the Stevens and Yundt residences in Phoenix not be removed during the new highway construction, and I am, therefore, addressing this letter to you advising of an investigation and the action we have determined is necessary.

The Division Engineer of the Highway Department at Roseburg and the Landscape Engineer from the Salem office have investigated this matter, and it has been determined that it will not be possible to save most of the trees. Seven of the proposed trees are within the four-foot shoulder of the highway and would be hazardous to traffic. Some of the roots of these trees would be injured on the highway side, and all the roots on the opposite side must be severed in order to install a storm sewer, and in consequence, these trees will be removed now.

It does appear that the two most northerly trees which are outside the shoulder area can be saved, and we assure you that we will make an attempt to save as many more of the trees as possible.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith
Mr. Tom Edwards

WCW:me 1g

RECEIVED
FOR FILING

FORM E-30X 25M 4-52 56606

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
November 13, 1952

SUBJECT:

To: W. B. Merrill
Resident Engineer

NOTED
W. C. WILLIAMS

Dear Sir

I attach hereto a letter from Mr. Astrup concerning the removal of the trees south of Phoenix.

Please proceed with the original design and contact the owners individually as regards to furnishing of trees for replacement. Advise this office of their needs both as to number and kind desired. We will prepare a small form of agreement to cover the future maintenance of the trees.

Very truly yours

Tom Edwards
TOM EDWARDS
Division Engineer

TE:rw

Enc.

cc Mark Astrup
H. G. Smith
W. C. Williams

R

FORM E-30 25M 9-51 52318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 7th, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

Dear Sir:

In regard to Assignment #3826, the petition from residents of Phoenix asking that a row of trees be left in front of the Stevens and Yundt residences has been investigated and found impractical.

Mr. Edwards gave considerable study to the practicability of revising the line slightly and moving the pipe line to the pavement side of the trees, but he found this impractical. The trees are bound to die in a short time and cost us a great deal more to remove then than now under the contract. We will endeavor to leave the two trees on the north end of the project and one tree in the middle of the project so that the petitioners cannot say no consideration was given to saving them, but the bulk of the trees must come down, and I recommend the petitioners be so advised.

May we have your permission to cut them when convenient?

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

NOTED
W. C. WILLIAMS

HGS:AR

RECEIVED
NOV 1 1952
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-20 25M 3-51 47190

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 7, 1952

SUBJECT: Tree Removal Phoenix, Medford
County Farm Section, U.S.99.

To: W. C. Williams
Assistant State Highway Engineer
OFFICE

The investigation of the (10) maple trees in front of the Stevens and Yundt residences at the south end of Phoenix has been made. The attached sketch shows the actual location of these trees in relation to the proposed improvement.

An investigation has also been conducted by Division Engineer Edwards as to the feasibility of moving the edge of the pavement further away from the trees and of installing the pipe-line on the pavement side of the trees. Mr. Edwards reports that neither of these proposals are feasible.

I have shown on the attached sketch that seven of the proposed trees are within the 4' shoulder and are therefore an obstruction hazardous to traffic. Some roots would be injured on the highway side of the trees and all roots on the opposite side would be severed by the installation of the pipe-line. Under these conditions it is not believed that trees of this size can survive and it is recommended that they be removed. Provided means of drainage can be worked out, it is believed that the trees on the northerly end of the group can be retained and it is so recommended.

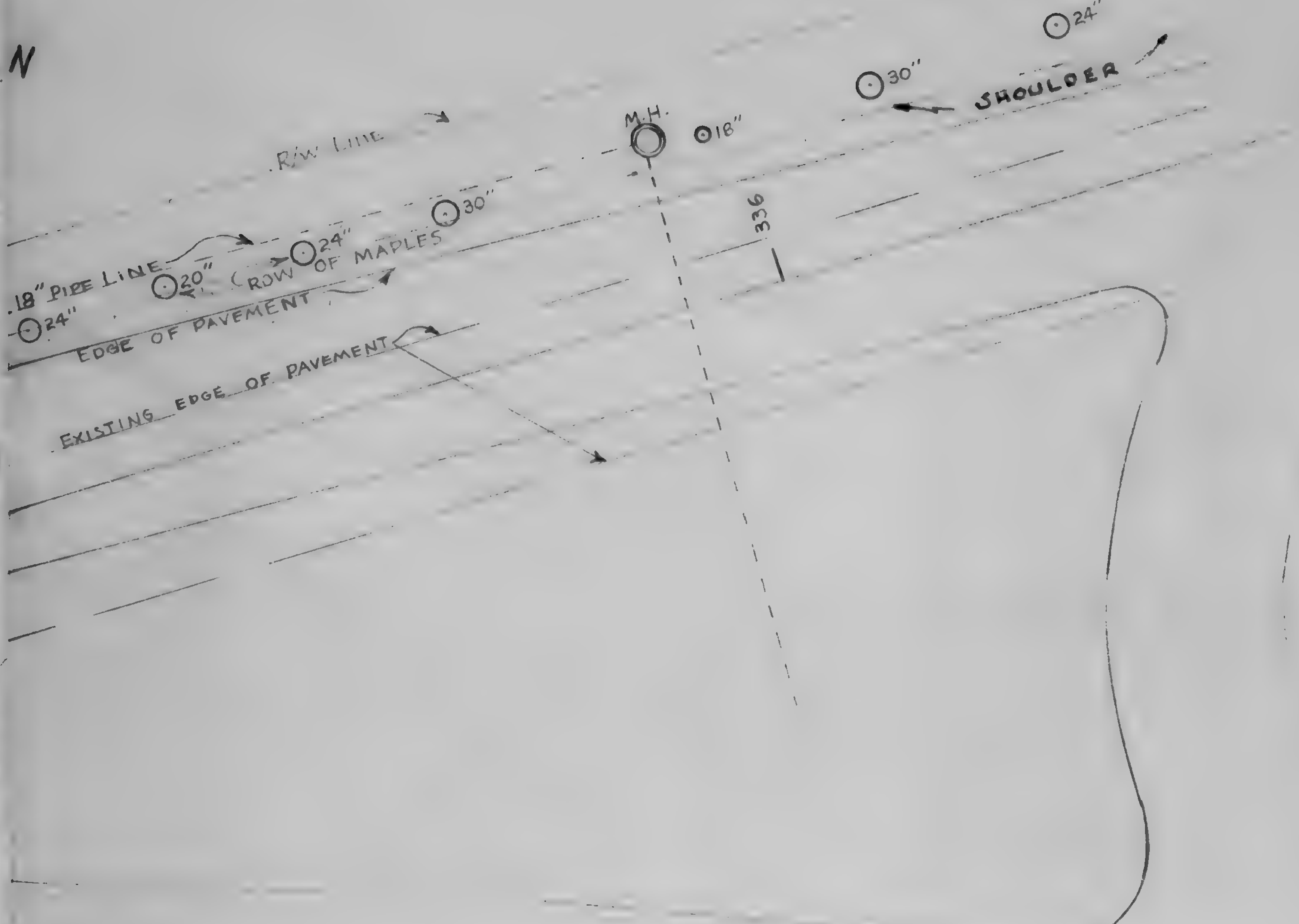
Our efforts to save trees within communities have not proven satisfactory in the past. They are continually a bone of contention and too frequently we are forced to remove them because of developments made on private property. Thus I do not recommend that we replant trees at this location within the right of way. It is recommended that the abutting property owners be contacted with the offer that the State will furnish trees for planting on their property to replace the trees being removed, provided that they will agree to water and maintain them. Red oaks are available for this use from McGill Nursery stock.

Mark H. Astrup

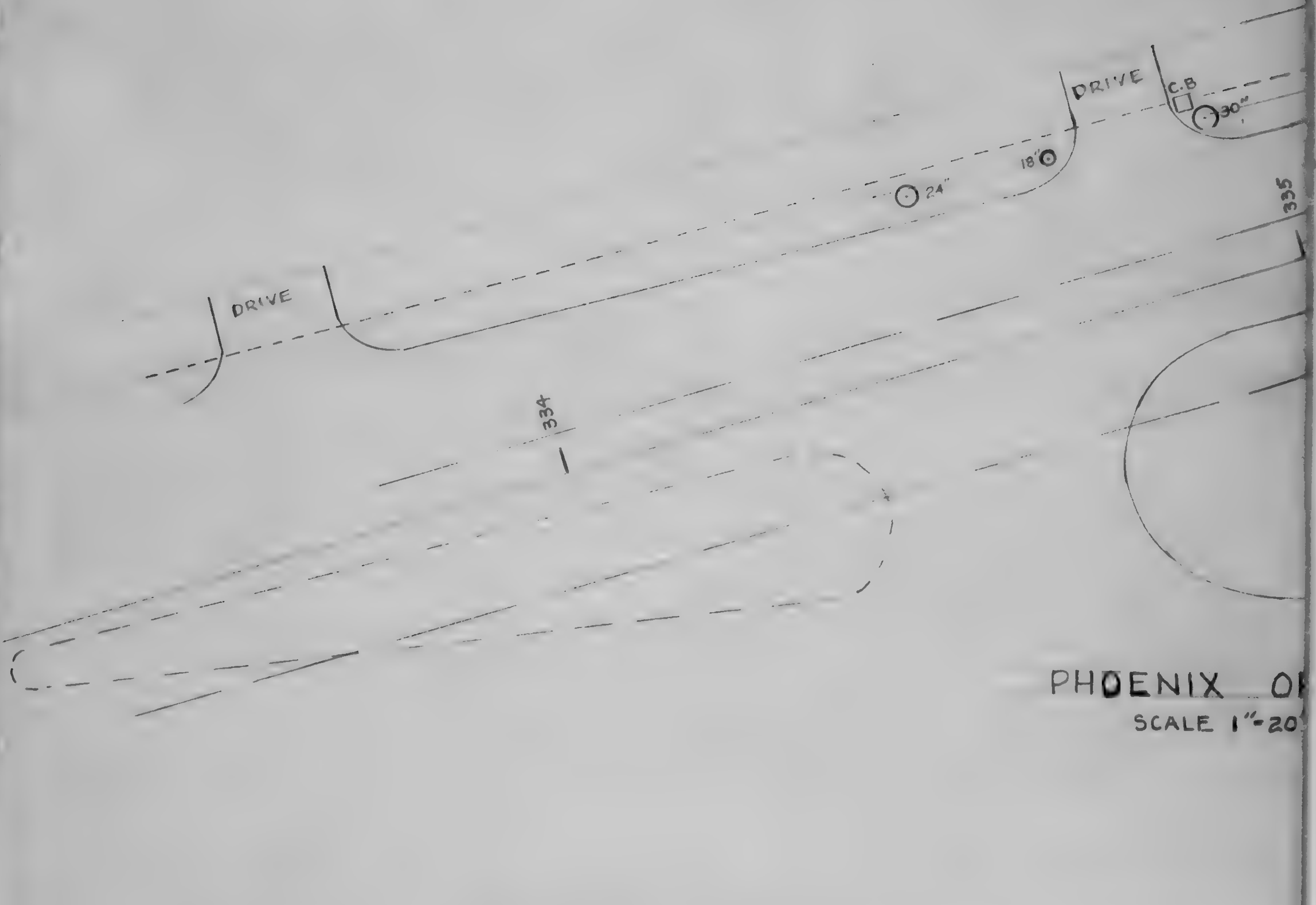
Mark H. Astrup
Landscape Engineer

MHA:ep
cc: Tom Edwards, Roseburg
H. G. Smith

N

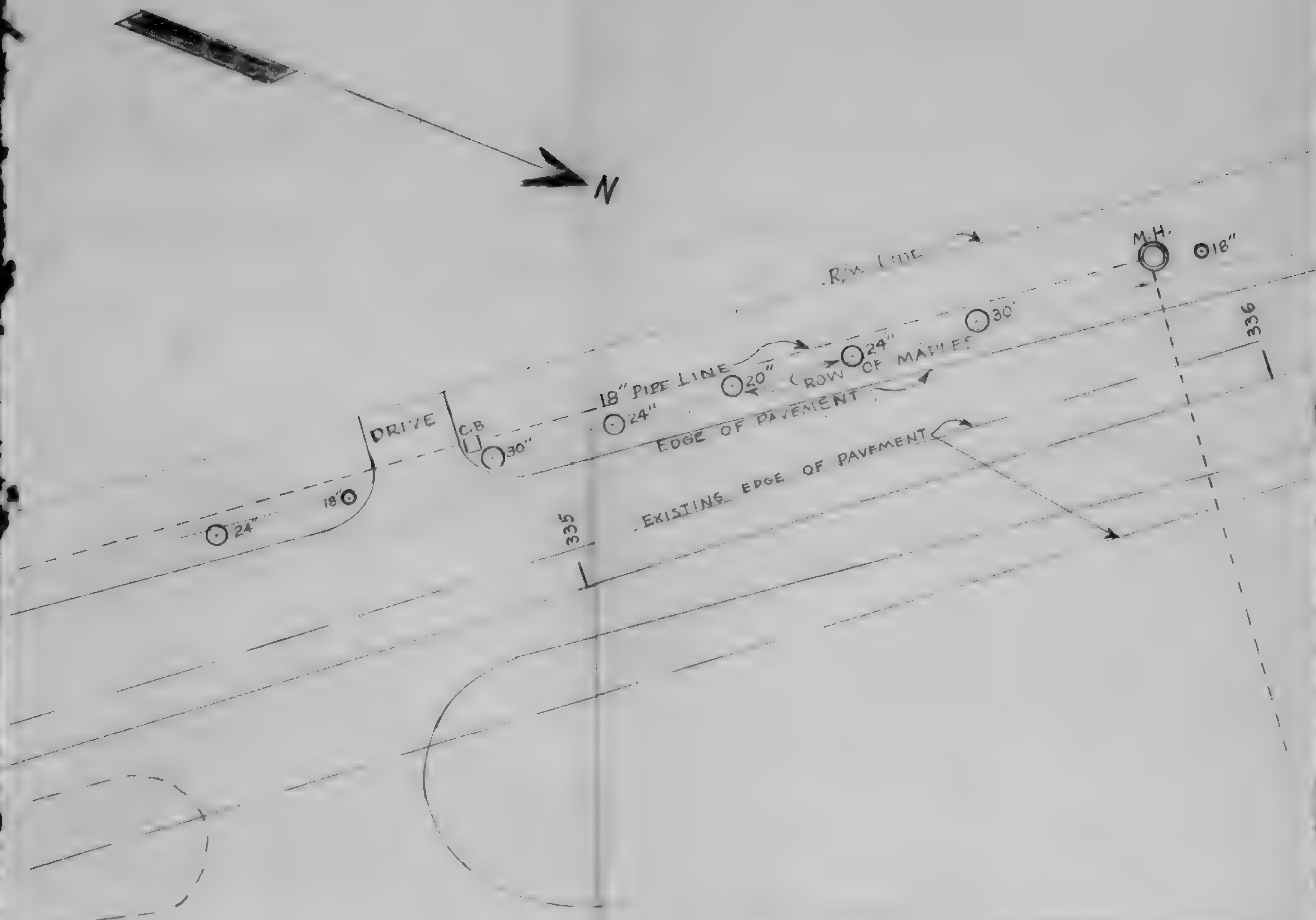

24"
30"
SHOULDER
M.H.
18"
R/W LINE
336
30"
24"
18" PIPE LINE
20"
ROW OF MAPLES
24"
EDGE OF PAVEMENT
EXISTING EDGE OF PAVEMENT

REGON


DRIVE
DRIVE
C.B
30"
18"
24"
335
334

PHOENIX O

SCALE 1"-20


N
R/W LINE
M.H.
18"
336
30"
24"
ROW OF MAPLES
20"
18" PIPE LINE
24"
EDGE OF PAVEMENT
C.B
30"
DRIVE
18"
24"
335
EXISTING EDGE OF PAVEMENT

PHOENIX _ OREGON
SCALE 1"=20'

No. 3826

By [illegible]

ASSIGNMENT

Date: November 7, 1952

Description: Copy of letter of October 24 by F. D. Morgan attaching petition signed by 54 people of Phoenix area requesting that 10 maple trees in front of Stevens and Yundt residences be left standing

Acknowledged by ------ Referred to Astrup ✓

xx Investigate and report with recommendation

Investigation, such action as necessary and report

Comment or recommendation

Return with rough draft of reply ---- signature

Please prepare for ----------

PLEASE RETURN TO W. C. WILLIAMS

Assignment executed 11-10-52 7 Nov 52 Report received --------

Remarks:

R

FORM E-30X 25M 4-52 86905

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

[illegible] RETURN TO
W. C. WILLIAMS

Roseburg, Oregon
October 24, 1952

SUBJECT:

RECEIVED

To:

Mr. H. G. Smith
Construction Engineer
State Highway Dept.
Salem, Oregon

Dear Sir:

Attached hereto is a petition signed by 54 people from the Phoenix area requesting that the ten (10) maple trees in front of the Stevens and Yundt residences at the south end of Phoenix be left standing and not be removed from the proposed new highway.

We will obtain an engineering report from Mr. W. B. Merrill, Resident Engineer at Medford regarding the possibility and feasibility of letting the trees remain.

It is suggested that someone from the Landscape Department make a report on the expected life of these trees especially in view of the fact that an 18" sewer pipe will be installed adjacent to this row of trees.

See Medford-County Farm Section, Sheet No. 6 on West side between Station 334 and Station 337.

Trees were purchased and paid for during right of way transactions.

Very truly yours,

TOM EDWARDS
Division Engineer

By

F D Morgan

F. D. Morgan
Ass't Div. Engr.

FDM:aso
Encl.

We, the undersigned, ask and petition that the Maple trees in front of the Steveson and Yount residences at the South end of Phoenix be left standing and not be removed for the proposed new highway.

We feel that these trees should be saved as they are an asset to the community and enhance and beautify the highway and provide pleasure and comfort to the tourists travelling that highway.

Alva A Ingram	R3 Box 267-C Medford Ore
George Ingram	" " " "
Paul Steveson	Box 132 Phoenix Ore
Kathleen [illegible]	Phoenix Ore.
W W Harmon	Medford Ore
M E Randles	Phoenix Oregon.
H W Reagnes	Phoenix Ore
Walter Germer	Phoenix ore.
Maike Popow	Phoenix Ore.
Gordon Germer	Phoenix Ore.
Lee Bohls	Phoenix ore
Henry A Peterson	Phoenix Oregon
W J Calhoun	2124 Camp Baker Medford Ore
[illegible] Love	Phoenix Ore
R S Curry	Phoenix Oregon.
Frances P. Steveson	Phoenix, Oregon
W R Steveson	Phoenix Oregon
Harvey F. Steveson	Phenix Oregon
Wilford Burley	Phoenix Oregon
Ernest F. Wright	Phoenix, Oregon.
W R Haggard	312 E Main
C C Bevis	Phoe Ore
Regina C. Adams	Phoenix Oregon

at the south end of Phoenix be left standing and not be removed for the proposed new highway.

We feel that these trees should be saved as they are an asset to the community and enhance and beautify the highway and provide pleasure and comfort to the tourists travelling that highway.

Alva A Ingram	R3 Box 267-C Medford Ore
George Ingram	" " " "
Paul Stevenson	Box 132 Phoenix Ore
Kathleen Hennessey	Phoenix Ore.
W W Harmon	Medford Ore
M E Randles	Phoenix Oregon.
H W Reagues	Phoenix Ore
Walter Germer	Phoenix ore.
Mike Popov	Phoenix Ore.
Gordon Germer	Phoenix Ore
Lee Bolls	Phoenix ore
Henry A Peterson	Phoenix Oregon
R O J Calhoun	2124 Camp Baker Medford Ore
[illegible]	Phoenix Ore
R S Furry	Phoenix Oregon.
Frances P. Stevenson	Phoenix, Oregon
H R Steveson	Phoenix Oregon
Harvey F Stevenson	Phenix Oregon
Clifford Burley	Phoenix Oregon
Ernest F. Wright	Phoenix, Oregon.
F W Haggard	312 S Main
C C Bevers	Phoe Ore
Regina C Adams	Phoenix Oregon
Bert Stancliff	Phoenix Oregon.
Geo C Waggoner	Phoenix, Oregon

We, the undersigned, ask and petition that the Maple trees in front of the Steveson and Yount residences at the South end of Phoenix be left standing and not be removed for the proposed new highway.

We feel that these trees should be saved as they are an asset to the community and enhance and beautify the highway and provide pleasure and comfort to the tourists travelling that highway.

Minnie Colver	Phoenix Oregon
Alma Haynie	Phoenix Oregon
Earl Haynie	Phoenix Oregon
Elsie M. Ingram	R.3 Box 267 C Medford Oregon
Erma Woolridge	Medford Oregon
Myrtle DuBuque	Pheonix Oregon
L. A. Yount	" "
Mrs C. C. Bevel	" "
Mrs E. G. Coleman	Phoenix Oregon
Mrs. C. H. Barnes	
Faye Carver	Phoenix, Oregon
Mrs. Milo Furry	Phoenix
Mrs Cora B Morgan	Phoenix
Mrs. J. R. Mitchell	Phoenix Ore
David Fowler	Phoenix Ore
Mrs Medford	Phoenix Ore
H. D. Medford	Phoenix Oregon
Inez Blackwood	
Mrs B. L. Freeman	Phoenix, Oregon
Ray's Hi Way Market	Phoenix Oregon
Raymond Furry	Phoenix Ore
Minnie M. Furry	Phoenix Oreg
Marie L. Fisher	308 - 2nd St. Phoenix Oreg
Gier's Drug Store	Phoenix Oregon

at the South end of Phoenix be left standing and not be removed for the proposed new highway.

We feel that these trees should be saved as they are an asset to the community and enhance and beautify the highway and provide pleasure and comfort to the tourists travelling that highway.

Minnie Colver	Phoenix Oregon
Alma Haynie	Phoenix Oregon
Earl Haynie	Phoenix Oregon
Elsie M. Ingram	R.3 Box 267C Medford Oregon
Eula Wooldridge	Medford Oregon.
Myrtle DuBuque	Phoenix Oregon
[illegible] Yundt	" "
Mrs C.C. Bevel	" "
Mrs E.G. Coleman	Phoenix Oregon
Mrs C.H. Barnes	
Faye Carver	Phoenix, Oregon
Mrs. Milo Furry	Phoenix
Mrs Cora B Morgan	Phoenix
Mrs J.R. Mitchell	Phoenix Ore
David Fowler	Phoenix Ore
Mrs Medford	Phoenix Ore.
H.D. Medford	Phoenix Oregon
Mrs. Blackwood	
Mrs B.L. Freeman	Phoenix, Oregon
Ray's HiWay Market	Phoenix Oregon
Raymond Furry	Phoenix Oreg
Minnie M. Furry	Phoenix Oreg
Marie L. Fisher	308-2nd St. Phoenix Oreg
Gier's Drug Store	Phoenix Oregon
Eldred R. Colvin	Phoenix, Oregon
[illegible]	Phoenix Oregon
Dean S Anderson	Phoenix Ore

RECEIVED
FOR FILING
[illegible]

September 18, 1952

Mr. T. W. Thomas
10248 N. E. Holladay St.
Portland 16, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3792, which was awarded to you on August 20, 1952 by the State Highway Commission, for grading and paving on the Medford-County Farm Section of the Pacific Highway in Jackson County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
SEP 5 1952
FOR FILING

3792

September 2, 1952

NOTED
W. C. WILLIAMS

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 28, 1952 on Contract No. 3792, Medford-County Farm Section, in connection with Federal Aid Project No. BFI-157 (10).

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:tp

RECEIVED
[illegible] 1952
FOR FILING

[illegible]

August 21, 1952

[illegible] 5722

Soule' Steel Company
2630 N. W. St. Helens Road
Portland 10, Oregon

Attention: Mr. W. T. Brownridge

Gentlemen:

This is in reply to your two letters of August 7; one concerning the Anlauf-Elkhead Road Unit awarded to Babler Brothers, Inc., and the other concerning the Medford-County Farm Section awarded to T. W. Thomas on July 10 and 11 respectively.

We can now advise that the right of way difficulties have been settled on both projects, and the contract for the Anlauf-Elkhead job was sent to Babler Brothers on August 18. The contract for the Medford-County Farm Section is being sent to T. W. Thomas today.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

SAN FRANCISCO
LOS ANGELES
HOUSTON
SEATTLE

TELEPHONE
BEACON 5154

STEELINE PRODUCTS SS Co.

SOULÉ STEEL COMPANY
STEELINE PRODUCTS
2630 N. W. ST. HELENS ROAD
PORTLAND 10, OREGON

August 7, 1952

Mr. H.B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Thaddeus W. Thomas
Culverts - Medford County
Farm Section

Dear Mr. Glaisyer:

We understand from telephone conversation that you have conditionally awarded a contract as above captioned. However, all questions of right-of-way have not as yet been settled; therefore, a formal contract and notice to proceed have not been given.

We have contracted to supply reinforcing steel to T.W. Thomas, and would appreciate your advising us when the contract has been completed so that we may secure the bonding information, complete our files, and proceed under our Sub- Contract.

done
8-20

Very truly yours,

SOULE' STEEL COMPANY

W.T. Brownridge

W.T. Brownridge

WTB:jw

RECEIVED
STATE HIGHWAY COMMISSION

Query
BY SECRETARY

notify Brownridge when contract is awarded.

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL

RECEIVED
FOR FILING

CT 1-
3792

August 20, 1952

Mr. T. W. Thomas
10248 N. E. Holladay Street
Portland, Oregon

Dear Mr. Thomas:

The State Highway Commission on July 11th accepted your proposal for grading and paving on the Medford-County for the sum of $15,864, and on the same day awarded Contract No. 3792 to you subject to clearance of right of way and concurrence from the Bureau of Public Roads.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Mr. W. M. Franzwa
Mr. H. O. Smith
Mr. S. E. Probert
Mrs. Goldie Lewis

confirm

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		LETTER TELEGRAM	
VICTORY LETTER		SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
August 20, 1952
3:05 p.m.

Mr. T. W. Thomas
10248 N. E. Holladay Street
Portland, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Medford-County Farm Section of Pacific Highway in Jackson County for which you submitted low bid on July 11. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
AUG 2[illegible] 1952
FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

August 20, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project BF-157(10), Medford-County Farm Section of the Pacific Highway, we hereby concur as of this date in award of contract to T. W. Thomas of Portland, Oregon, low bidder in the amount of $515,864.00 at the July 11, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
AUG 21 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

BF 157(10)

August 20, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the Medford-County Farm Section of the Pacific Highway in Jackson County, Project BF-157 (10), to T. W. Thomas of Portland, Oregon, on the basis of the bid of $515,864 submitted by him on July 11, 1952.

All rights of entry required in connection with this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHF:gs

RECEIVED
FOR FILING
FORM E-90 25M 3-51 47190

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 7, 1952

SUBJECT:

21-157(c)

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

Enclosed is a copy of a grade resolution adopted by the City of Medford and covering that portion of the Medford-County Farm project within the City of Medford. One signed copy has been retained in our files.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann

John F. Hagemann
Assistant Engineer

JFH:MM
Encl.

cc: C. W. Enfield

RECEIVED
JUL 7 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RESOLUTION

WHEREAS, State Highway No. 1 of the State of Oregon, known as the Pacific Highway, is routed through the City of Medford, Jackson County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, or roads, of said city; to wit:

> **Riverside Avenue from the southerly city boundary northwesterly to highway engineer's survey station 554+00, approximately 100 feet northwest of Boyd Street.**

And, WHEREAS, the State Highway Commission of the State of Oregon has caused a survey to be made, and plans prepared for the improvement of the State Highway traversing the street or streets, or avenues, or roads, as described herein,

And, WHEREAS, if said proposed street improvement is carried out, the work will be done pursuant to a grade or grades fixed and established by the Highway Commission,

And, WHEREAS, the grade or grades and elevations to which the proposed improvement will be made are indicated upon the maps and plans prepared for the proposed improvement which are on file in the office of the Oregon State Highway Commission, at Salem, Oregon, copies of which have been submitted to the city for its record and for its approval, said grades being as follows, to wit:

Form cc-21

DESCRIPTION CENTER LINE FINISHED GRADE, U.S.G.S. DATUM

PACIFIC HIGHWAY (RIVERVIEW AVENUE)

CITY OF MEDFORD

Beginning at elevation 1397.75 at a point on the center line of the Pacific Highway (Riverside Avenue) at the intersection with the southerly city boundary; thence continuing along the center line of the Pacific Highway as follows: To elevation 1395.29 at a point which is approximately 568' southerly (when measured along the center line of said highway) from the center line of Barnett Road; thence to elevation 1392.34 at the intersection with the center line of Barnett Road; thence to elevation 1391.39 at a point which is approximately 250' southerly (when measured along the center line of said highway) from the center line of Central Avenue; thence to elevation 1389.76 at the intersection with the center line of Central Avenue; thence to elevation 1388.14 at the intersection with the center line of Boyd Street; thence to elevation 1387.49 at the end of the project, approximately 100' northerly (when measured along the center line of said highway) from the center line of Boyd Street.

And, WHEREAS, under the provisions of the laws of the State of Oregon, the Highway Commission is given jurisdiction over streets taken over for state highway purposes, but, before the grade of any such street as the same may have been maintained by the City or Town is changed, consent to such grade change must be given by the governing body of the interested municipality.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of **Medford**, **Jackson** County, Oregon, that the grades established by the State Highway Commission for the proposed improvement of the street or streets, or avenues, or roads, as described hereinabove and which are traversed by State Highway No. **1** of the State of Oregon, known as the **Pacific** Highway, the plans for which proposed improvement are on file in the office of the State Highway Commission at Salem, Oregon, and a copy or copies of which are on file in the records of the city, said grades being as described hereinabove, are hereby approved, and consent is hereby given to such change, and the State Highway Commission hereby is permitted to construct, reconstruct, improve, repair, and maintain the said streets in accordance with said grade changes.

In consideration of the aforesaid construction by the State Highway Commission, the city hereby agrees to adopt such additional resolutions, ordinances or procedures as may be necessary or proper to effect the change of grade and provide for the improvement and maintenance of said streets.

BE IT FURTHER RESOLVED, that the Common Council does hereby agree, within its lawful authority but without financial obligation or liability, to cooperate with and aid the State Highway Commission in the accomplishment of such street construction, reconstruction, improvement, repair, and maintenance.

Passed by the Common Council of the City of **Medford**, **Jackson** County, Oregon, this 1 day of July, 19**52**.

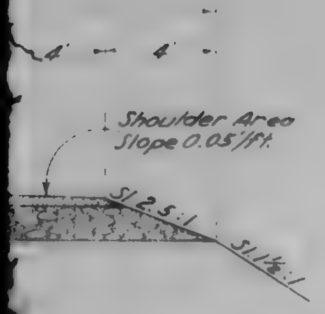
Attest:

JR Wood [illegible]
City Recorder

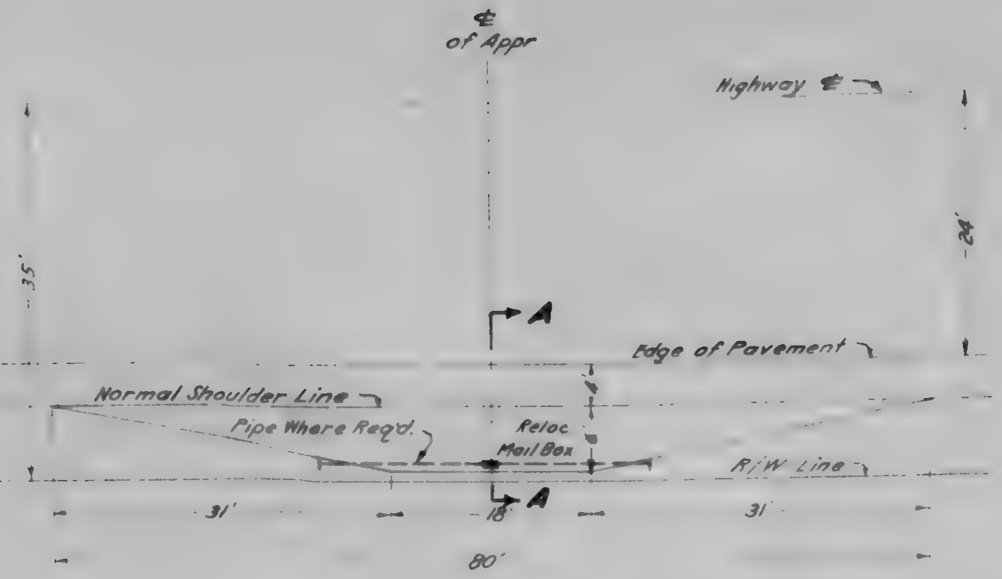
Paul J. Seeley
Acting Mayor

Form cc-21

MEDFORD - COUNTY FARM SECTION PACIFIC HIGHWAY JACKSON COUNTY				SHEET No 2
FED. ROAD Div. No. 8	STATE OREGON	PROJECT NUMBER 8F-157(10)	FISCAL YEAR	TOTAL SHEETS See Index

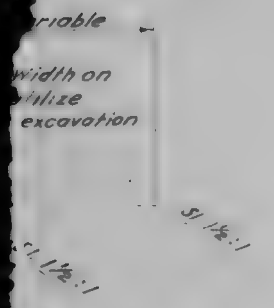


4'
4'
Shoulder Area Slope 0.05'/ft.
Sl. 2.5:1
Sl. 1½:1

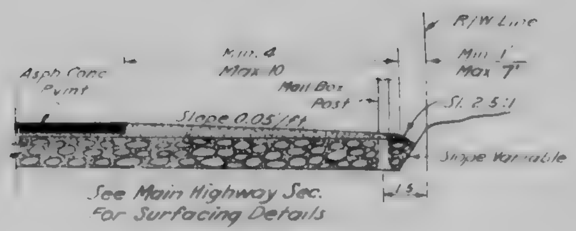


℄ of Appr
Highway ℄
35'
24'
A
Edge of Pavement
Normal Shoulder Line
Pipe Where Req'd.
Reloc Mail Box
R/W Line
A
31'
18'
31'
80'

PLAN
Typical Mail Box Appr.

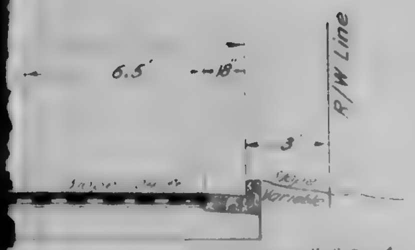


riable
width on
ilize
excavation
Sl. 1½:1
Sl. 1½:1



R/W Line
Asph Conc Pvmt
Min. 4
Max. 10
Mail Box Post
Min. 1'
Max. 7'
Sl. 2.5:1
Slope 0.05'/ft.
Slope Variable
1.5
See Main Highway Sec. For Surfacing Details

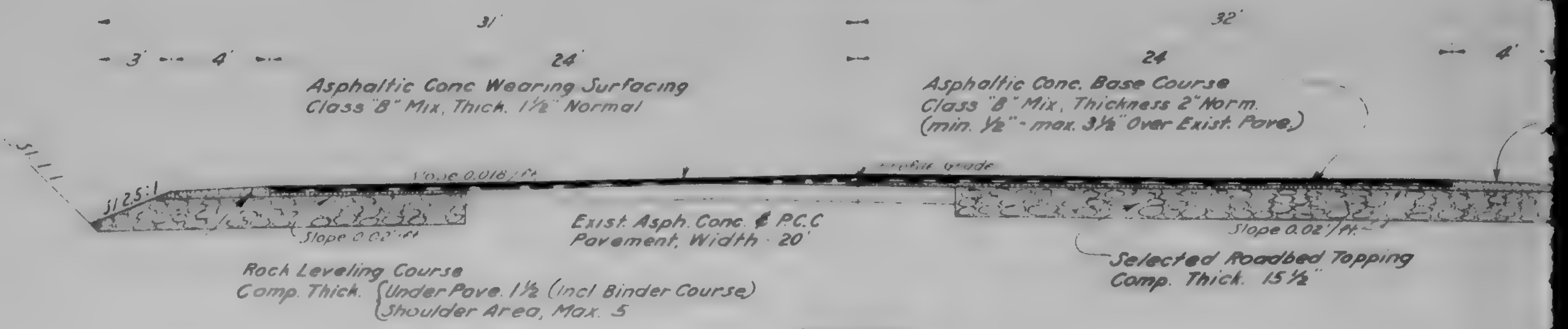
SEC. A-A
Typical Mail Box Appr.



6.5'
18
R/W Line
3'
Slope Variable

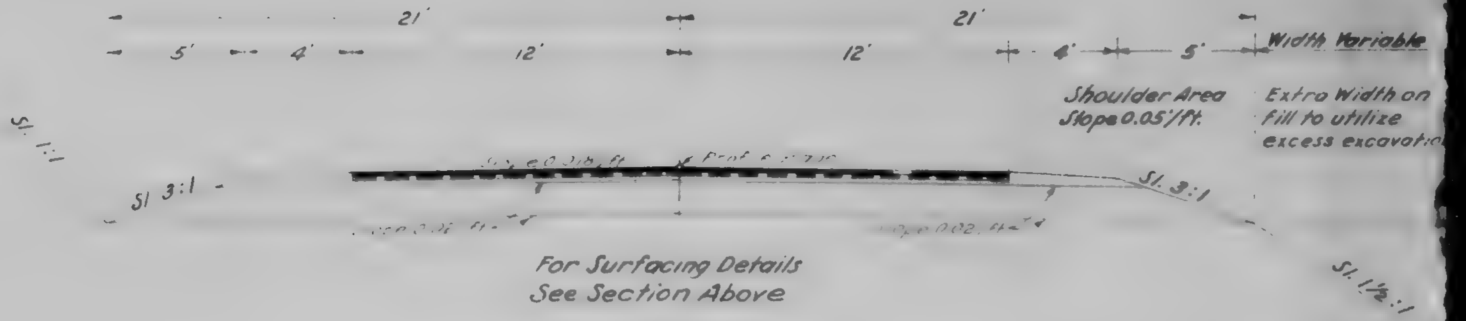
Type "A" Curb
Curb Exp. 7"
Drg. No. 2050

TYPICAL SECTIONS


31'
3'
4'
24'
32'
24
4'
Asphaltic Conc Wearing Surfacing
Class "B" Mix, Thick. 1½" Normal
Asphaltic Conc. Base Course
Class "B" Mix, Thickness 2" Norm.
(min. ½" - max. 3½" Over Exist. Pave.)
Sl. 1:1
Sl. 2.5:1
Slope 0.018'/Ft.
Slope 0.02'/Ft.
Exist. Asph. Conc. & P.C.C
Pavement, Width - 20'
Slope 0.02'/Ft.
Selected Roadbed Topping
Comp. Thick. 15½"
Rock Leveling Course
Comp. Thick. {Under Pave. 1½ (incl Binder Course)
Shoulder Area, Max. 5

SECTION

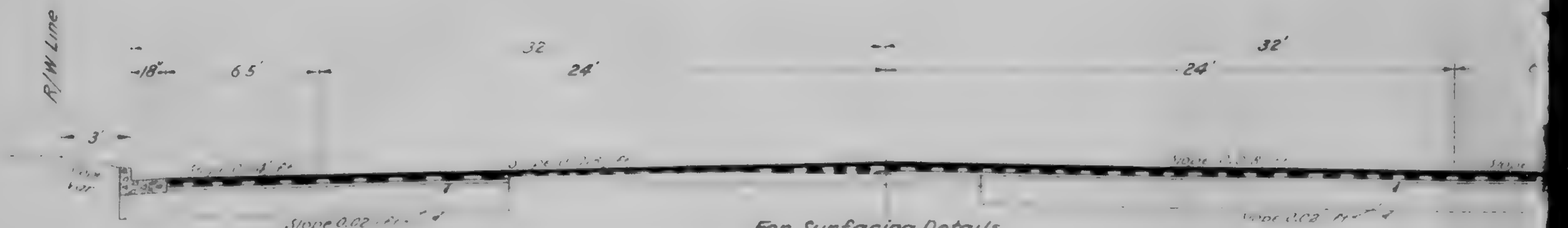
Sta. 273+00 To Sta. 332+00
Sta. 365+00 To Sta. 535+00


21'
21'
5'
4'
12'
12'
4'
5'
Width Variable
Shoulder Area
Slope 0.05'/Ft.
Extra Width on
Fill to utilize
excess excavatio
Sl. 1:1
Sl. 3:1
Sl. 3:1
Sl. 1½:1
Slope 0.02'/Ft.
Slope 0.02'/Ft.

For Surfacing Details
See Section Above

SECTION

Sta. 332+00 to Sta. 365+00

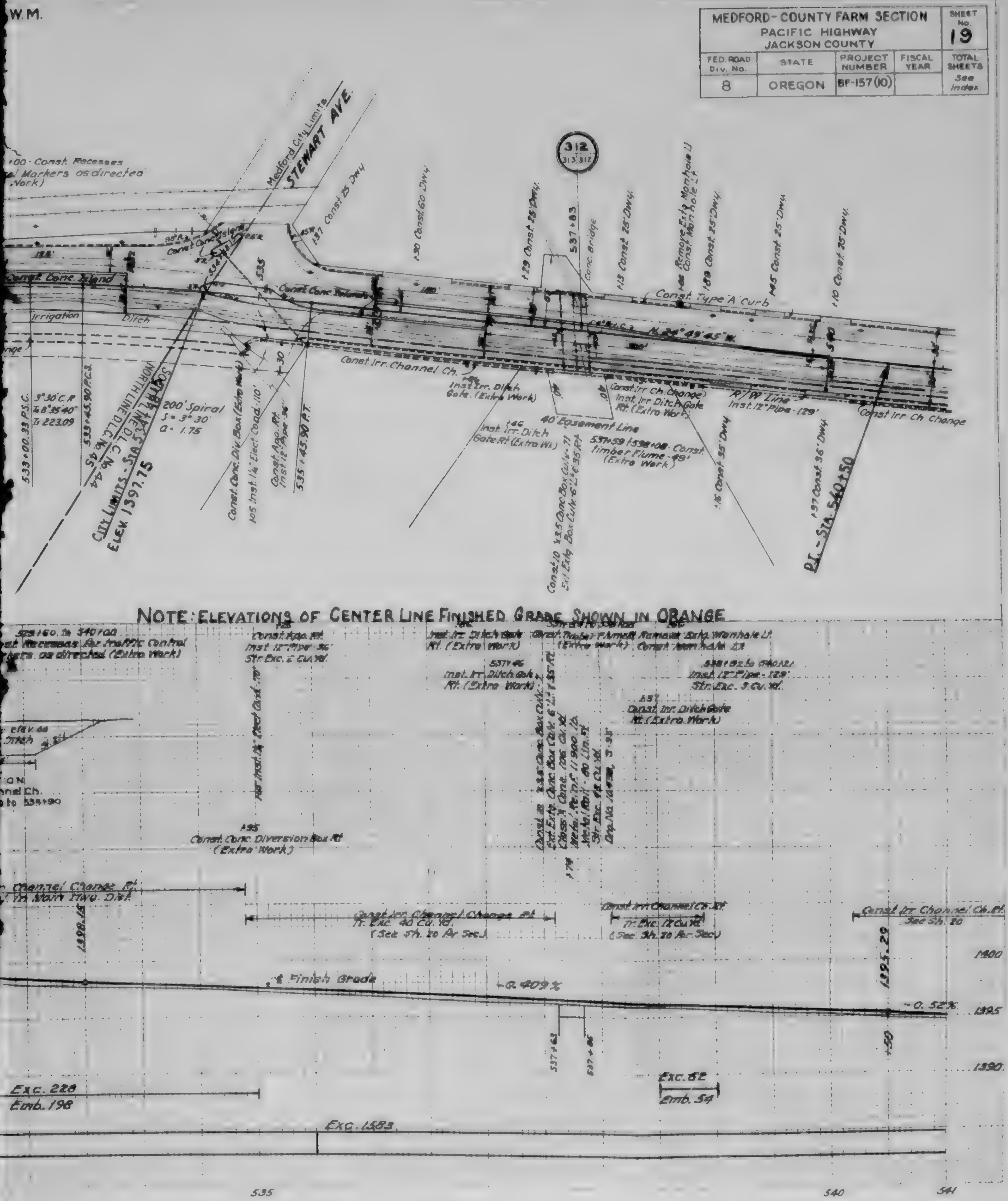

R/W Line
18"
6.5'
32
24'
24'
32'
3'
Slope 0.02'/Ft.
Slope 0.02'/Ft.

For Surfacing Details
See Section Above

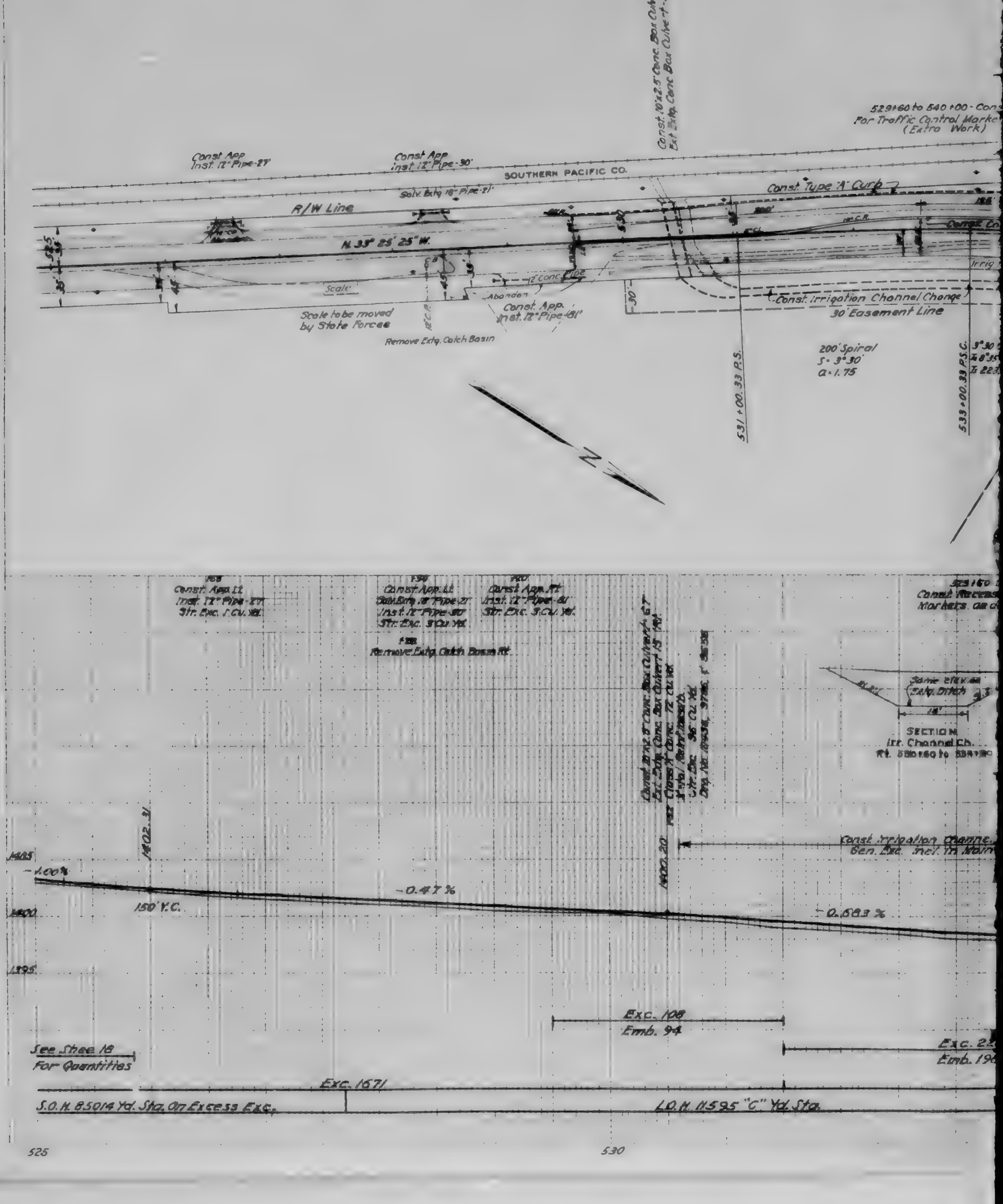
SECTION

Sta. 535+00 to Sta. 551+50
Transition Section
(Curb Rt. Side Only)
Width Shown On Plans
Sta. 551+50 to Sta. 554+00

MEDFORD-COUNTY FARM SECTION PACIFIC HIGHWAY JACKSON COUNTY				SHEET No. 19
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	BF-157(10)		See Index

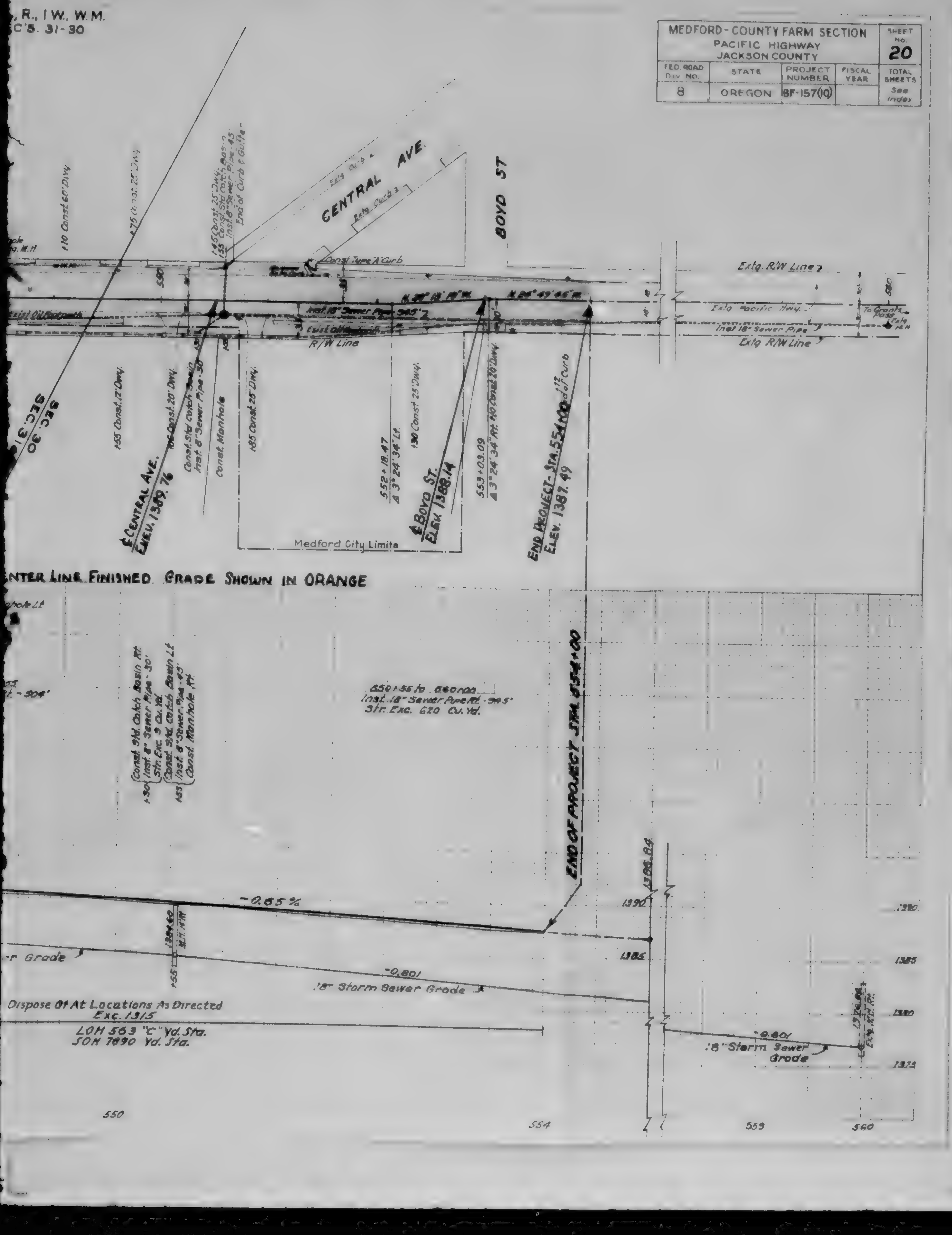

W.M.
STEWART AVE
Medford City Limits
312
313 | 312
+00 - Const. Recesses
Markers as directed
Work)
Const. Conc. Island
Const. Conc. Island
Irrigation Ditch
137 Const. 25' Dwy.
130 Const. 60' Dwy.
129 Const. 25' Dwy.
537+83
Conc. Bridge
113 Const. 25' Dwy.
Remove Ext. Manhole Lt. Const. Manhole Lt.
189 Const. 25' Dwy.
145 Const. 25' Dwy.
110 Const. 25' Dwy.
Const. Type 'A' Curb
N. 24° 49' 45" W.
Const. Irr. Channel Ch.
Inst. Irr. Ditch Gate (Extra Work)
Const. Irr. Ch. Change
Inst. Irr. Ditch Gate Rt. (Extra Work)
R/W Line
Inst. 12" Pipe - 129'
Const. Irr. Ch. Change
40' Easement Line
Inst. Irr. Ditch Gate Rt. (Extra Wk.)
537+59 to 538+08 - Const. Timber Flume - 49' (Extra Work)
116 Const. 35' Dwy.
197 Const. 36' Dwy.
P.I. - STA. 540+50
200' Spiral
S = 3° 30'
a = 1.75
3° 30' C.R.
Δ 8° 35' 40"
T = 223.09
533+00.33 P.S.C.
533+43.90 P.C.S.
535+43.90 P.T.
NORTH LINE D.L.C. No. 45
SOUTH LINE D.L.C. No. 44
CITY LIMITS - STA. 534+
ELEV. 1397.15
Const. Conc. Div. Box (Extra Work)
105 Inst. 1¼" Elect. Cond. 110'
Const. App. Rt. Inst. 12" Pipe 36'
Const. 10' x 3.5' Conc. Box Culv. 71'
Ext. Exist. Box Culv. 6' x 4' x 35' Rt.
NOTE: ELEVATIONS OF CENTER LINE FINISHED GRADE SHOWN IN ORANGE
533+60 to 540+00 Const. Recesses for Traffic Control Markers as directed (Extra Work)
Const. App. Rt. Inst. 12" Pipe - 36' Str. Exc. 2 Cu. Yd.
Inst. Irr. Ditch Gate Rt. (Extra Work)
Const. Timber Flume
Remove Ext. Manhole Lt. Const. Manhole Lt.
538+82 to 540+21 Inst. 12" Pipe - 129' Str. Exc. 3 Cu. Yd.
Inst. Irr. Ditch Gate Rt. (Extra Work)
Const. Irr. Ditch Gate Rt. (Extra Work)
Inst. 1¼" Elect. Cond. 110'
Const. Conc. Diversion Box Rt. (Extra Work)
Channel Change Rt.
Main Hwy. Dist.
Const. Irr. Channel Change Rt. Tr. Exc. 40 Cu. Yd. (See Sh. 20 for Sec.)
Const. Irr. Channel Ch. Rt. Tr. Exc. 12 Cu. Yd. (See Sh. 20 for Sec.)
Const. Irr. Channel Ch. Rt. See Sh. 20
1398.15
1395.29
℄ Finish Grade
-0.409%
-0.52%
537+63
537+86
+50
1400
1395
1390
Exc. 228
Emb. 198
Exc. 62
Emb. 54
Exc. 1583
535
540
541

T. 37 S., R. I W., W.M.
SEC. 31



Const. 10'x2.5' Conc. Box Culvert-67'
Ext. Extg. Conc. Box Culvert-15' Rt.
529+60 to 540+00 - Cons
For Traffic Control Marke
(Extra Work)
Const. App.
Inst. 12" Pipe-27'
Const. App.
Inst. 12" Pipe-30'
SOUTHERN PACIFIC CO.
Salv. Extg. 18" Pipe-21'
Const. Type "A" Curb
R/W Line
N. 33° 25' 25" W.
525
30'
45'
530
Scale
12" Conc. Pipe
Abandon
Const. App.
Inst. 12" Pipe-81'
Scale to be moved
by State Forces
Remove Extg. Catch Basin
Const. Irrigation Channel Change
30' Easement Line
200' Spiral
S = 3° 30'
a = 1.75
531+00.33 P.S.
533+00.33 P.S.C.
N
Const. App. Lt.
Inst. 12" Pipe-27'
Str. Exc. 1 Cu. Yd.
Const. App. Lt.
Salv. Extg. 18" Pipe-21'
Inst. 12" Pipe-30'
Str. Exc. 3 Cu. Yd.
Remove Extg. Catch Basin Rt.
Const. App. Rt.
Inst. 12" Pipe-81'
Str. Exc. 3 Cu. Yd.
Const. 10'x2.5' Conc. Box Culvert-67'
Ext. Extg. Conc. Box Culvert 15' Rt.
Class "A" Conc. 72 Cu. Yd.
Reinf. Steel
Str. Exc. 96 Cu. Yd.
Const. Recess
Markers as d
Same elev. as
Extg. Ditch
18'
SECTION
Irr. Channel Ch.
Rt. 530+60 to 533+80
1405
1400
1395
1402.31
-1.00%
150' V.C.
-0.47%
1400.20
-0.683%
Const. Irrigation Channe
Gen. Exc. Incl. in Main
Exc. 108
Emb. 94
Exc. 2
Emb. 19
See Sheet 18
For Quantities
Exc. 1671
S.O.H. 85014 Yd. Sta. On Excess Exc.
L.O.H. 11595 "C" Yd. Sta.
525
530

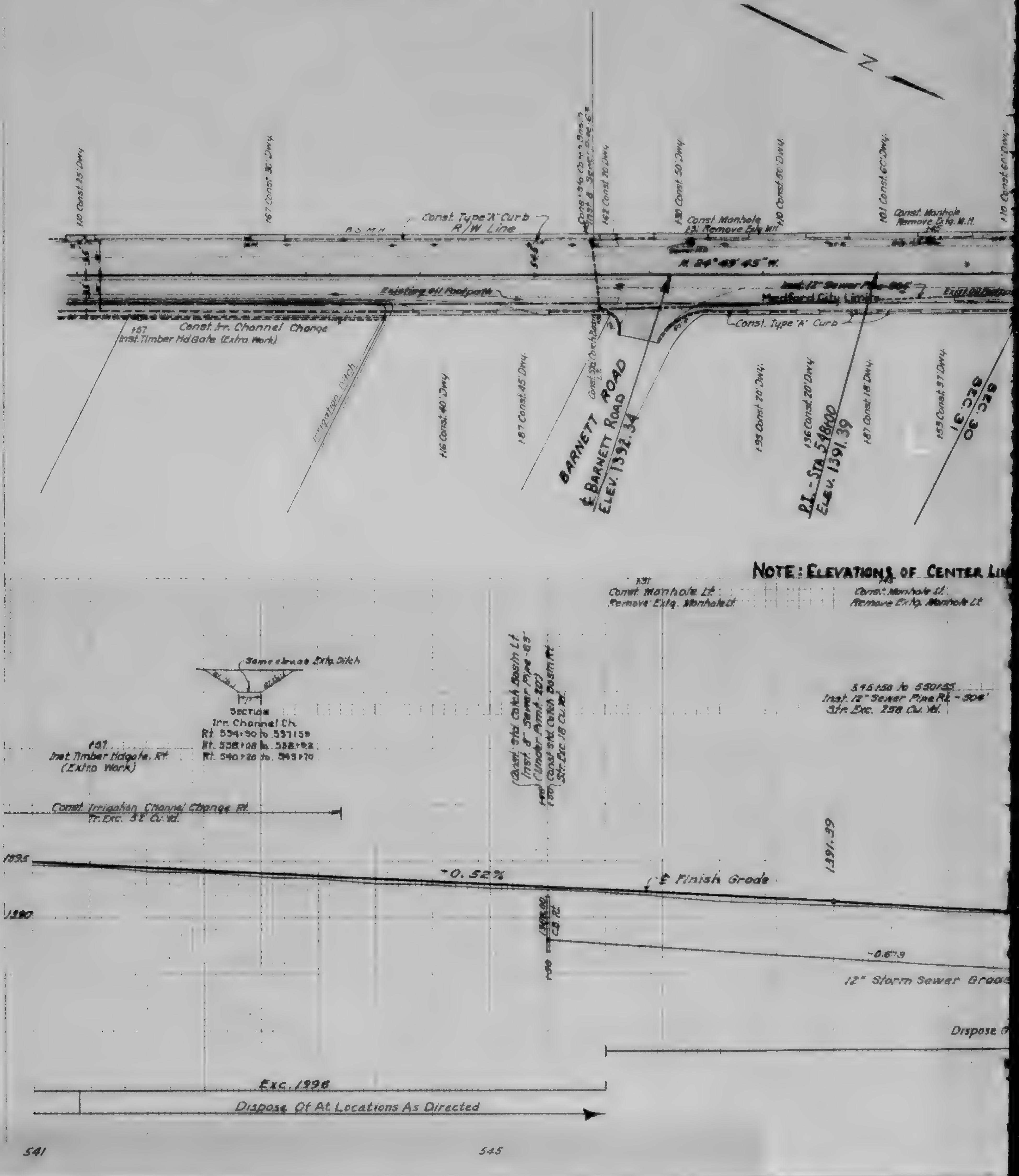
MEDFORD - COUNTY FARM SECTION PACIFIC HIGHWAY JACKSON COUNTY				SHEET NO. 20
FED. ROAD DIV. NO.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	BF-157(10)		See Index



, R., I W., W.M.
C'S. 31-30
CENTRAL AVE.
BOYD ST
Extg Curb
+10 Const 60' Dwy.
+75 Const 25' Dwy.
+45 Const 25' Dwy.
+55 Const Std Catch Basin
Inst 8" Sewer Pipe 45'
End of Curb & Gutter
Const. Type 'A' Curb
Extg. R/W Line
Exist Oil Footpath
Inst 18" Sewer Pipe 945'
N 28° 18' 19" W
N 26° 49' 45" W
Exist Oil Footpath
R/W Line
Extg Pacific Hwy.
Inst 18" Sewer Pipe
Extg R/W Line
To Grants Pass
Extg M.H.
SEC. 31
SEC. 30
+55 Const. 12' Dwy.
+06 Const. 20' Dwy.
Const. Std Catch Basin
Inst. 8" Sewer Pipe 30'
Const. Manhole
+85 Const. 25' Dwy.
552+18.47
Δ 3° 24' 34" Lt.
+30 Const 25' Dwy.
553+03.09
Δ 3° 24' 34" Rt.
+10 Const 28' Dwy.
End of Curb
℄ CENTRAL AVE.
ELEV. 1389.76
℄ BOYD ST.
ELEV. 1388.14
END PROJECT - STA. 554+00
ELEV. 1387.49
Medford City Limits
ENTER LINE FINISHED GRADE SHOWN IN ORANGE
Manhole Lt
+30 Const Std Catch Basin Rt.
Inst 8" Sewer Pipe 30'
Str. Exc. 9 Cu. Yd.
+55 Const. Std. Catch Basin Lt
Inst. 8" Sewer Pipe 45'
Const. Manhole Rt.
550+55 to 560+00
Inst. 18" Sewer Pipe Rt. 945'
Str. Exc. 620 Cu. Yd.
END OF PROJECT STA. 554+00
1386.84
1390
1386
-0.65%
1384.60
M.H.
+55
er Grade
-0.801
18" Storm Sewer Grade
1390
1385
1380
1375
Dispose Of At Locations As Directed
Exc. 1315
LOH 563 "C" Yd. Sta.
SOH 7690 Yd. Sta.
-0.801
18" Storm Sewer Grade
1376.88
Exist. M.H.
550
554
559
560

MEDFORD

T. 37 S., R., 1 W., W.
SEC'S. 31-30


N
+10 Const. 25' Dwy.
+67 Const. 30' Dwy.
B.S.M.H.
Const. Type 'A' Curb
R/W Line
Const. Std. Catch Basin
Inst. 8" Sewer Pipe 6'
+62 Const. 20' Dwy.
+30 Const. 50' Dwy.
Const. Monhole
+31 Remove Extg. M.H.
+10 Const. 50' Dwy.
+01 Const. 60' Dwy.
Const. Manhole
Remove Extg. M.H.
+45
+10 Const. 60' Dwy.
N. 24° 49' 45" W.
Existing oil Footpath
Inst. 12" Sewer Pipe
Medford City Limits
Const. Type 'A' Curb
+57
Const. Irr. Channel Change
Inst. Timber Hd Gate (Extra Work)
Irrigation Ditch
+16 Const. 40' Dwy.
+87 Const. 45' Dwy.
Const. Std. Catch Basin Lt.
BARNETT ROAD
℄ BARNETT ROAD
ELEV. 1392.34
+93 Const. 20' Dwy.
+36 Const. 20' Dwy.
P.I. - Sta. 548+00
Elev. 1391.39
+87 Const. 18' Dwy.
+53 Const. 37' Dwy.
SEC. 31
SEC. 30
NOTE: ELEVATIONS OF CENTER LI
+31
Const. Manhole Lt.
Remove Extg. Manhole Lt.
+45
Const. Manhole Lt.
Remove Extg. Manhole Lt.
Same elev. as Extg. Ditch
SECTION
Irr. Channel Ch.
Rt. 534+90 to 537+59
Rt. 538+08 to 538+92
Rt. 540+20 to 543+70
+57
Inst. Timber Hdgate. Rt.
(Extra Work)
Const. Std. Catch Basin Lt.
Inst. 8" Sewer Pipe 65'
(Under Pvmt. 20')
Const. Std. Catch Basin Rt.
Str. Exc. 18 Cu. Yd.
545+50 to 550+55
Inst. 12" Sewer Pipe Rt. - 504'
Str. Exc. 258 Cu. Yd.
Const. Irrigation Channel Change Rt.
Tr. Exc. 32 Cu. Yd.
1391.39
1395
-0.52%
℄ Finish Grade
1390
1388.90
C.B. Rt.
+50
-0.673
12" Storm Sewer Grade
Dispose
Exc. 1996
Dispose Of At Locations As Directed
541
545

RESOLUTION

WHEREAS, State Highway No. 1 of the State of Oregon, known as the Pacific Highway, is routed through the City of Phoenix, Jackson County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, or roads, of said city; to wit:

> Main Street from the northerly city boundary southeasterly for a distance of 594 feet and from the southerly city boundary northwesterly for a distance of 608 feet.

And, WHEREAS, the State Highway Commission of the State of Oregon has caused a survey to be made, and plans prepared for the improvement of the State Highway traversing the street or streets, or avenues, or roads, as described herein,

And, WHEREAS, if said proposed street improvement is carried out, the work will be done pursuant to a grade or grades fixed and established by the Highway Commission,

And, WHEREAS, the grade or grades and elevations to which the proposed improvement will be made are indicated upon the maps and plans prepared for the proposed improvement which are on file in the office of the Oregon State Highway Commission, at Salem, Oregon, copies of which have been submitted to the city for its record and for its approval, said grades being as follows, to wit:

DESCRIPTION CENTER LINE FINISHED GRADE, USGS DATUM

PACIFIC HIGHWAY (MAIN STREET)

CITY OF PHOENIX

Beginning at elevation 1504.61 at a point on the center line of the Pacific Highway (Main Street) at the intersection of the southerly city boundary; thence continuing along the center line of the Pacific Highway as follows: To elevation 1503.31 at a point approximately 194' northerly (when measured along the center line of said highway) from the southerly city boundary; thence to elevation 1502.14 at a point which is approximately 494' (when measured along the center line of said highway) from the southerly city boundary; thence to elevation 1501.60 at a point which is approximately 594' northerly (when measured along the center line of said highway) from the southerly city boundary.

Beginning at elevation 1499.52 at a point on the center line of the Pacific Highway (Main Street) approximately 608' southerly (when measured along the center line of said highway) from the northerly city boundary; thence continuing along the center line of said highway as follows: To elevation 1499.18 at a point which is approximately 408' southerly (when measured along the center line of said highway) from the northerly city boundary; thence to elevation 1498.21 at a point which is approximately 223' southerly (when measured along the center line of said highway) from the northerly city boundary; thence to elevation 1497.12 at a point which is approximately 123' southerly (when measured along the center line of said highway) from the northerly city boundary; thence to elevation 1496.29 at a point which is approximately 73' southerly (when measured along the center line of said highway) from the northerly city boundary; thence to elevation 1495.39 at the intersection of the northerly city boundary.

And, WHEREAS, under the provisions of the laws of the State of Oregon, the Highway Commission is given jurisdiction over streets taken over for state highway purposes, but, before the grade of any such street as the same may have been maintained by the City or Town is changed, consent to such grade change must be given by the governing body of the interested municipality.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Phoenix, Jackson County, Oregon, that the grades established by the State Highway Commission for the proposed improvement of the street or streets, or avenues, or roads, as described hereinabove and which are traversed by State Highway No. 1 of the State of Oregon, known as the Pacific Highway, the plans for which proposed improvement are on file in the office of the State Highway Commission at Salem, Oregon, and a copy or copies of which are on file in the records of the city, said grades being as described hereinabove, are hereby approved, and consent is hereby given to such change, and the State Highway Commission hereby is permitted to construct, reconstruct, improve, repair, and maintain the said streets in accordance with said grade changes.

In consideration of the aforesaid construction by the State Highway Commission, the city hereby agrees to adopt such additional resolutions, ordinances or procedures as may be necessary or proper to effect the change of grade and provide for the improvement and maintenance of said streets.

BE IT FURTHER RESOLVED, that the Common Council does hereby agree, within its lawful authority but without financial obligation or liability, to cooperate with and aid the State Highway Commission in the accomplishment of such street construction, reconstruction, improvement, repair, and maintenance.

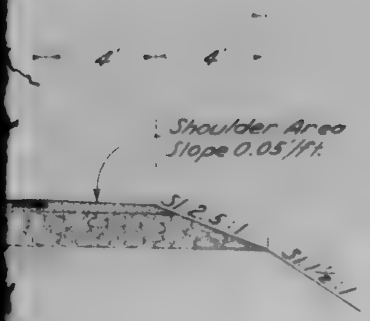
Passed by the Common Council of the City of Phoenix, Jackson County, Oregon, this 7th day of July, 1952.

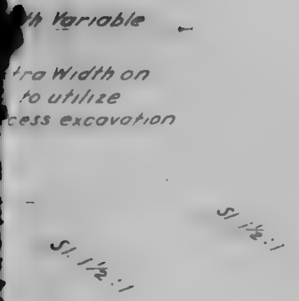
Attest:

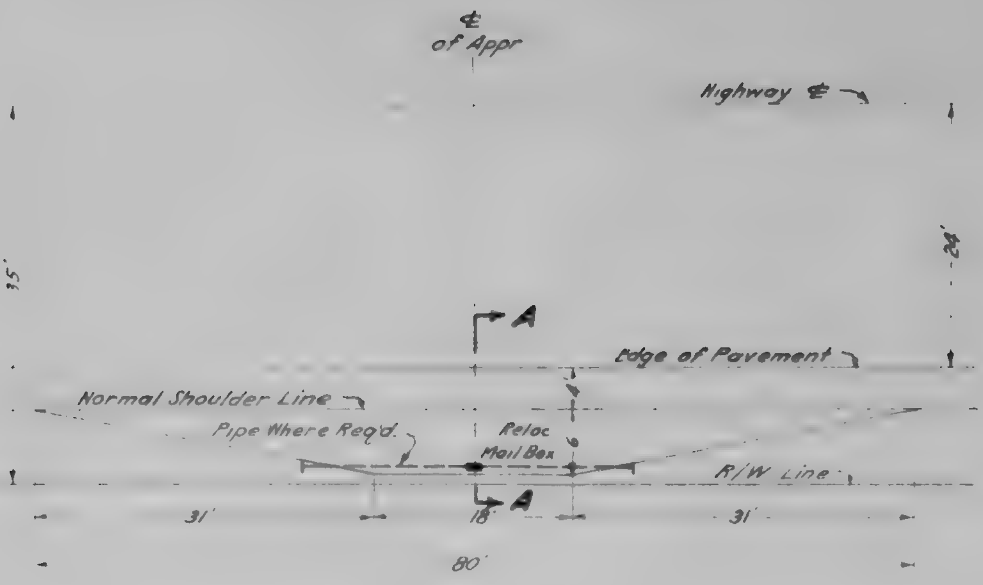
Marie L. Fisher
City Recorder

E.R. Claflin
Mayor

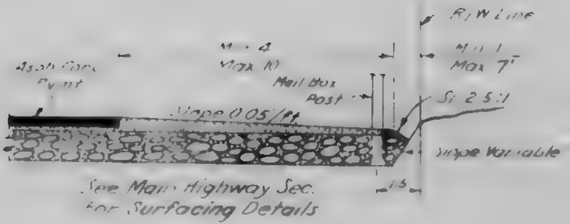
MEDFORD - COUNTY FARM SECTION PACIFIC HIGHWAY JACKSON COUNTY				SHEET No 2
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	BF-157 (10)		See Index


4'
4'
Shoulder Area
Slope 0.05'/ft.
Sl 2.5:1
Sl 1½:1

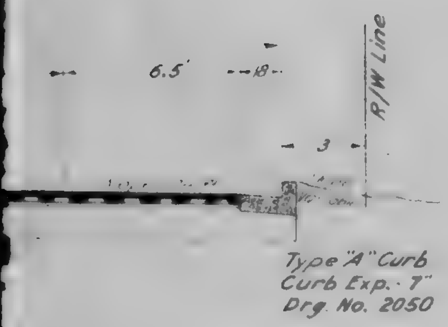

th Variable
tra Width on
to utilize
cess excavation
Sl 1½:1
Sl 1½:1


℄ of Appr
Highway ℄
15'
24'
A
Edge of Pavement
Normal Shoulder Line
Pipe Where Req'd.
Reloc Mail Box
6'
R/W Line
A
31'
18'
31'
80'

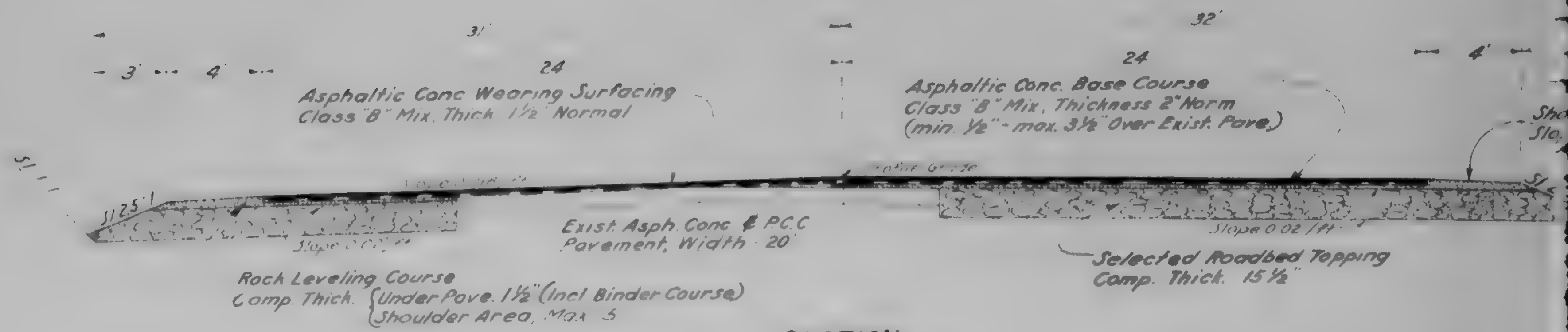
PLAN
Typical Mail Box Appr.


R/W Line
Min 4
Max 10
Min 1
Max 7'
Asph Conc Pvmt
Mail Box Post
Sl 2.5:1
Slope 0.05'/ft
Slope Variable
See Main Highway Sec.
For Surfacing Details
1.5

SEC. A-A
Typical Mail Box Appr.

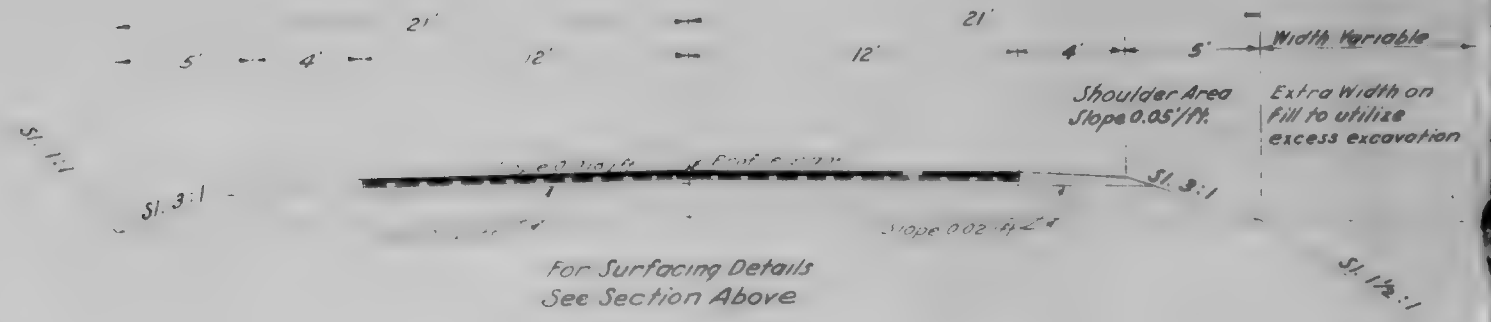

6.5'
18
R/W Line
3
Type "A" Curb
Curb Exp. - 7"
Drg. No. 2050

TYPICAL SECTIONS


31'
32'
3'
4'
24
24
4'
Asphaltic Conc Wearing Surfacing
Class "B" Mix. Thick 1½" Normal
Asphaltic Conc. Base Course
Class "B" Mix, Thickness 2" Norm
(min. ½" - max. 3½" Over Exist. Pave.)
Sl. 1:1
Sl. 2.5:1
Exist. Asph. Conc & P.C.C
Pavement, Width 20'
Slope 0.02'/ft.
Selected Roadbed Topping
Comp. Thick. 15½"
Rock Leveling Course
Comp. Thick. {Under Pave. 1½" (Incl Binder Course)
{Shoulder Area, Max 5"

SECTION

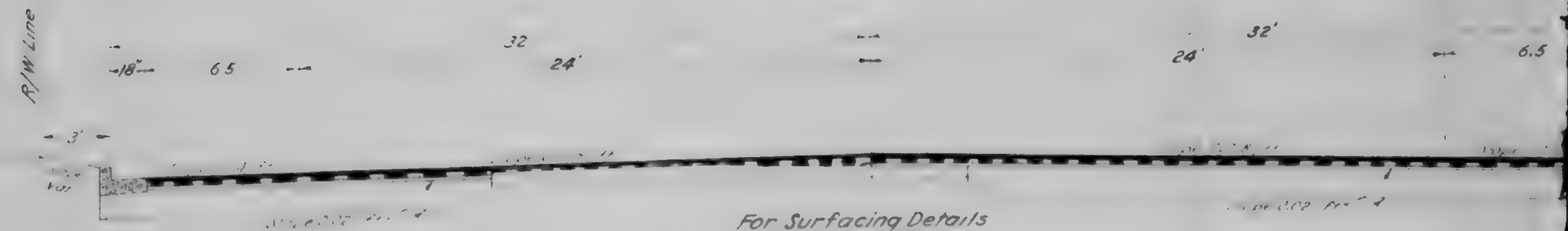
Sta 273+00 To Sta 332+00
Sta 365+00 To Sta 535+00


21'
21'
5'
4'
12'
12'
4'
5'
Width Variable
Shoulder Area
Slope 0.05'/ft.
Extra Width on
Fill to utilize
excess excavation
Sl. 1:1
Sl. 3:1
Sl. 3:1
Sl. 1½:1
Slope 0.02'/ft.

For Surfacing Details
See Section Above

SECTION

Sta 332+00 to Sta. 365+00


R/W Line
32
32'
18"
6.5
24'
24'
6.5
3'
Slope 0.02'/ft.

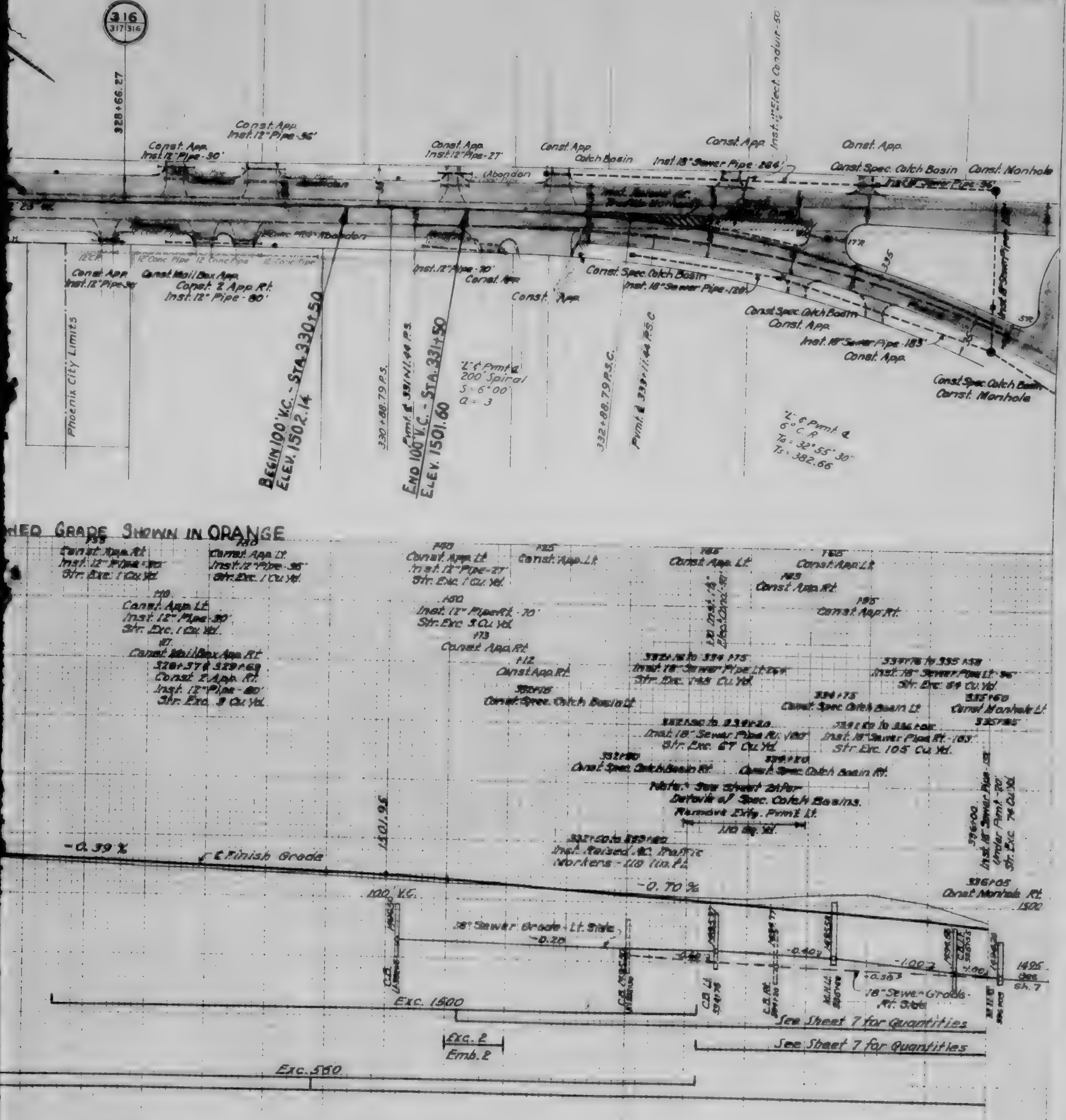
For Surfacing Details
See Section Above

SECTION

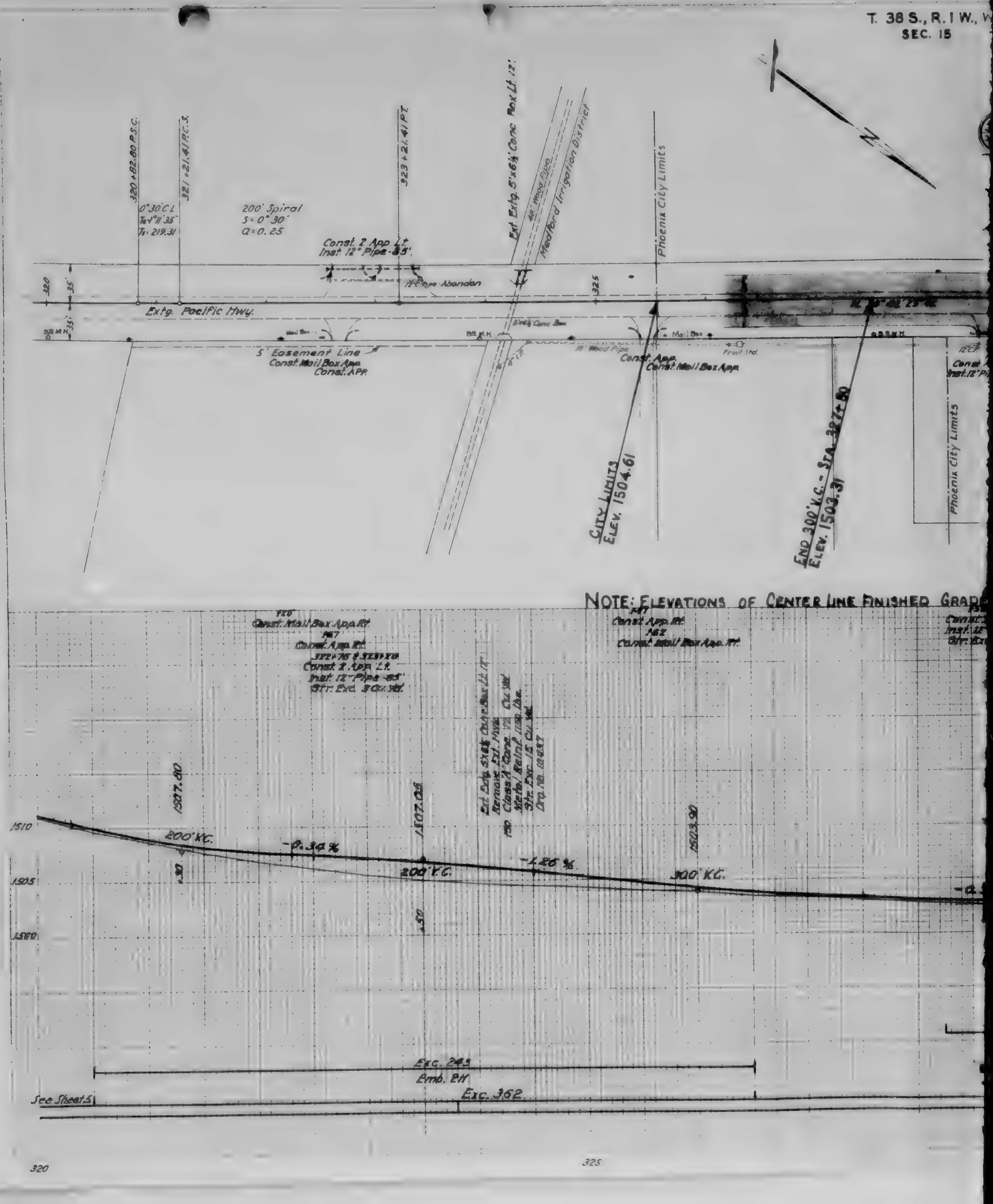
Sta 535+00 to Sta. 551+50
Transition Section
(Curb Rt. Side Only)
Width Shown On Plans
Sta 551+50 to Sta 554+00

8 S., R. I W., W. M.
SEC. 15

MEDFORD - COUNTY FARM SECTION PACIFIC HIGHWAY JACKSON COUNTY				SHEET NO 6
FED ROAD DIV. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	BF-157(10)		See Index

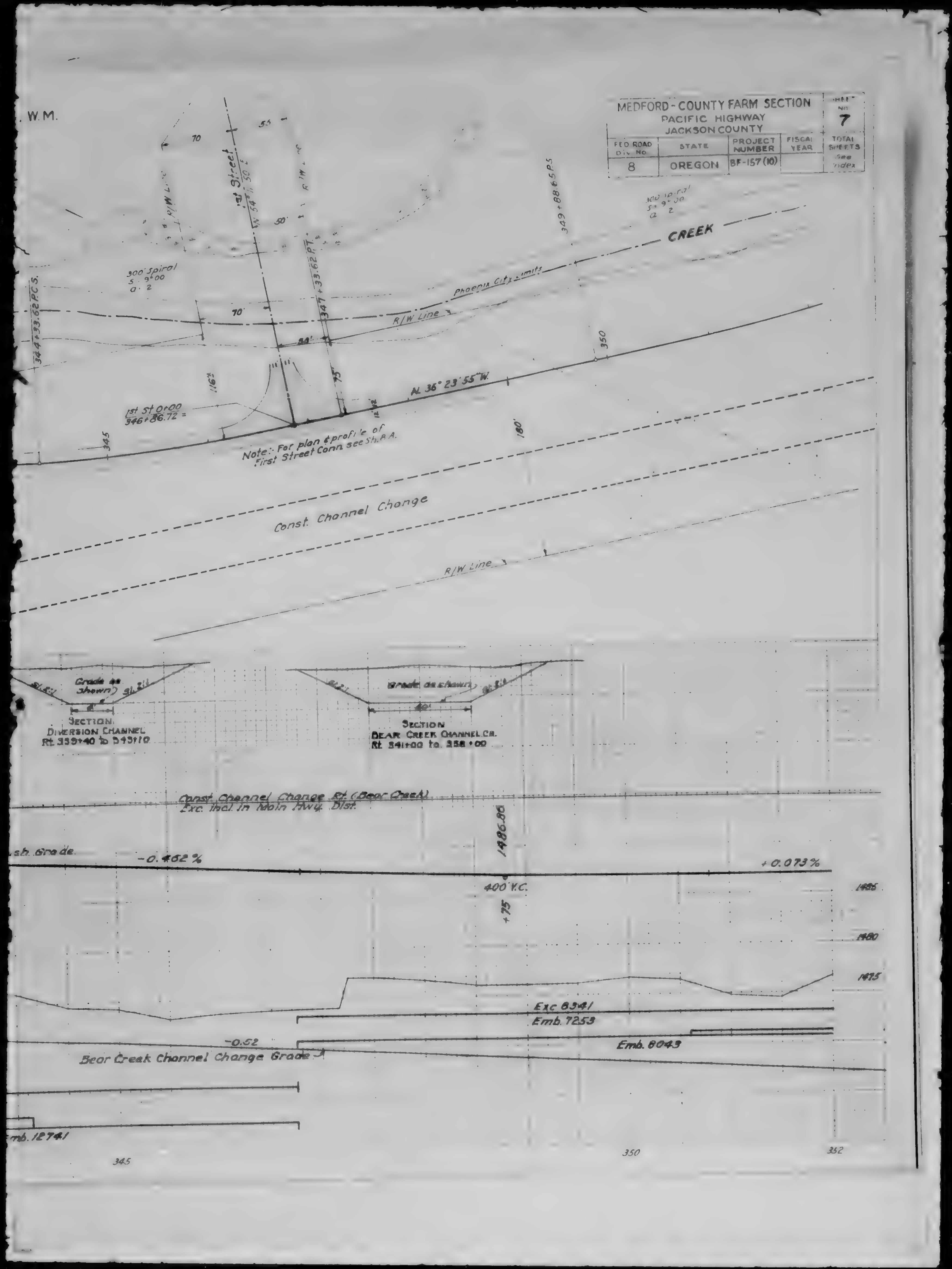


316
317 316
328+66.27
Const. App. Inst. 12" Pipe-30'
Const. App. Inst. 12" Pipe-35'
Const. App. Inst. 12" Pipe-27'
Abandon
Const. App. Catch Basin
Const. App. Inst. 18" Sewer Pipe-264'
Inst. 1½" Elect. Conduit-50
Const. App. Const. Spec. Catch Basin
Const. Manhole
Inst. Raised A.C. Traffic Markers
Abandon
Const. App. Inst. 12" Pipe-30'
Const. Mail Box App. Const. 2 App. Rt. Inst. 12" Pipe-80'
Inst. 12" Pipe-70'
Const. App.
Const. App.
Const. Spec. Catch Basin Inst. 18" Sewer Pipe-128'
Const. Spec. Catch Basin Const. App.
Inst. 18" Sewer Pipe-183'
Const. App.
Const. Spec. Catch Basin Const. Manhole
335
Phoenix City Limits
BEGIN 100' V.C. - STA. 330+50 ELEV. 1502.14
330+88.79 P.S.
Pvmt. ¢ 331+11.44 P.S.
END 100' V.C. - STA. 331+50 ELEV. 1501.60
"L" ¢ Pvmt. ¢ 200' Spiral S = 6°00' a = 3
332+88.79 P.S.C.
Pvmt. ¢ 333+11.44 P.S.C.
"L" ¢ Pvmt. ¢ 6° C.R. Ta = 32°55'30" Ts = 382.66
HED GRADE SHOWN IN ORANGE
Const. App. Rt. Inst. 12" Pipe-30' Str. Exc. 1 Cu. Yd.
Const. App. Lt. Inst. 12" Pipe-35' Str. Exc. 1 Cu. Yd.
Const. App. Lt. Inst. 12" Pipe-30' Str. Exc. 1 Cu. Yd.
Const. Mail Box App. Rt. 328+37 & 329+62 Const. 2 App. Rt. Inst. 12" Pipe-80' Str. Exc. 3 Cu. Yd.
Const. App. Lt. Inst. 12" Pipe-27' Str. Exc. 1 Cu. Yd.
Inst. 12" Pipe Rt.-70' Str. Exc. 3 Cu. Yd.
Const. App. Rt.
Const. App. Rt.
Const. App. Lt.
Const. App. Lt.
Const. App. Lt.
Const. App. Rt.
Const. App. Rt.
Inst. 1½" Elec. Cond.-50'
332+15 to 334+75 Inst. 18" Sewer Pipe Lt. 264' Str. Exc. 145 Cu. Yd.
334+75 to 335+58 Inst. 18" Sewer Pipe Lt. 96' Str. Exc. 54 Cu. Yd.
332+15 Const. Spec. Catch Basin Lt.
334+75 Const. Spec. Catch Basin Lt.
335+60 Const. Manhole Lt.
332+80 to 334+20 Inst. 18" Sewer Pipe Rt. 128' Str. Exc. 67 Cu. Yd.
334+20 to 336+05 Inst. 18" Sewer Pipe Rt. 183' Str. Exc. 105 Cu. Yd.
332+80 Const. Spec. Catch Basin Rt.
334+20 Const. Spec. Catch Basin Rt.
Note: See Sheet 21 for Details of Spec. Catch Basins.
Remove Exist. Pvmt. Lt. 110 Sq. Yd.
332+00 to 333+80 Inst. Raised A.C. Traffic Markers - 110 Ea.
336+00 Inst. 18" Sewer Pipe 15' Under Pvmt. 70' Str. Exc. 74 Cu. Yd.
336+05 Const. Manhole Rt. 1500
-0.39 %
¢ Finish Grade
1501.95
100' V.C.
-0.70 %
18" Sewer Grade - Lt. Side
-0.20
-0.40
-1.00
+0.35
18" Sewer Grade - Rt. Side
C.B.
C.B. Lt.
C.B. Rt.
M.H.
1495 Gde. Sh. 7
Exc. 1500
Exc. 2 Emb. 2
See Sheet 7 for Quantities
See Sheet 7 for Quantities
Exc. 550
330
335
6

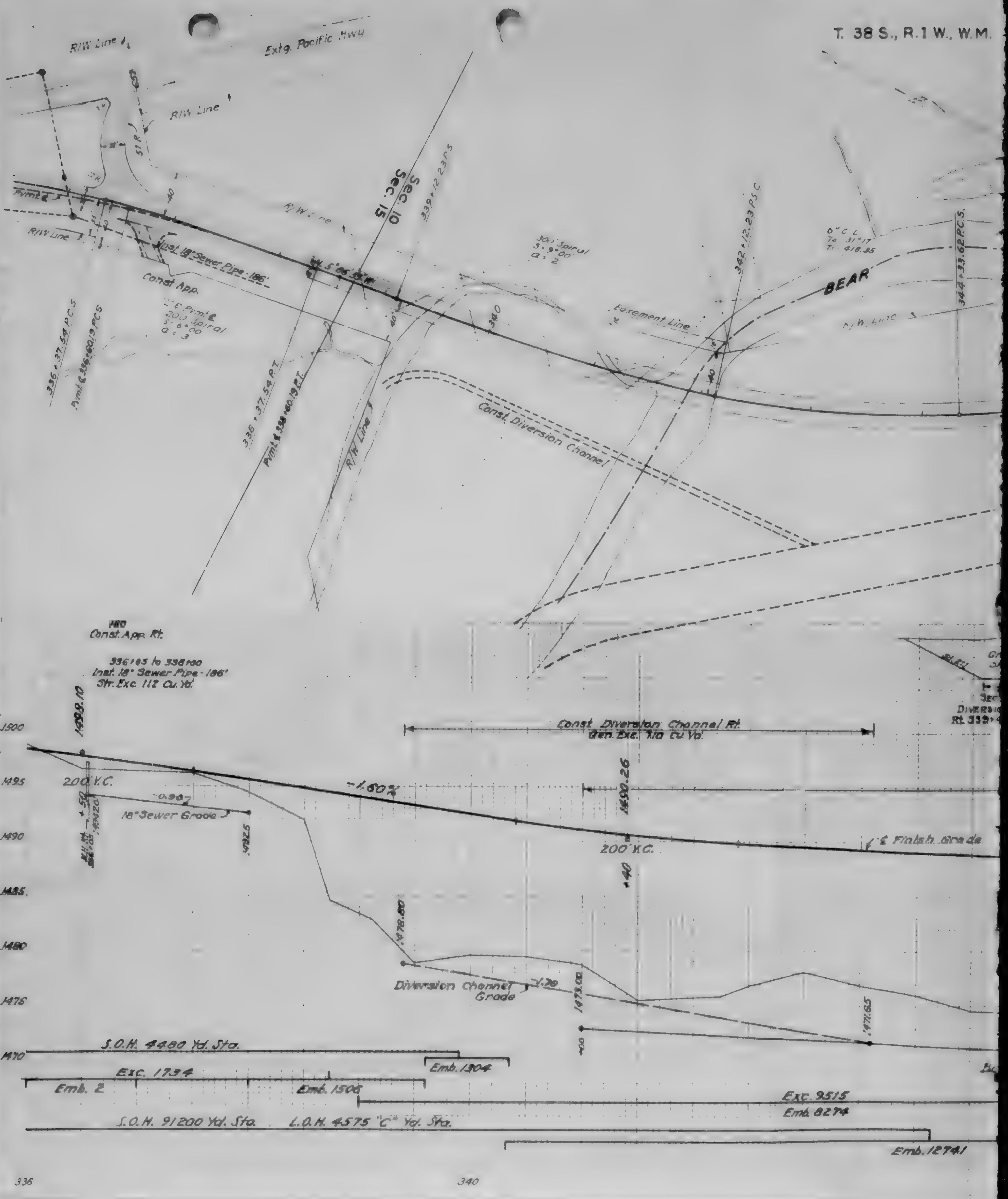

T. 38 S., R. 1 W., W
SEC. 15
N
320+82.80 P.S.C.
321+21.41 P.C.S.
323+21.41 P.T.
0°30' C.L.
Ta 4°11'35"
Ts 219.31
200' Spiral
S = 0°30'
a = 0.25
Const. 2 App. Lt.
Inst. 12" Pipe-35'
12" C Pipe Abandon
Ext. Extg. 5'x6½' Conc. Box Lt. 12'
44" Wood Pipe
Medford Irrigation District
Phoenix City Limits
320
35'
35'
325
Extg. Pacific Hwy.
B.M.H.
Mail Box
5'x6½' Conc. Box
5' Easement Line
Const. Mail Box App.
Const. App.
10" Wood Pipe
Const. App.
Const. Mail Box App.
Mail Box
Fruit Std.
City Limits
Elev. 1504.61
End 300' V.C. - Sta. 327+50
Elev. 1503.31
Phoenix City Limits
Inst. 12" Pi
Const. Mail Box App. Rt.
Const. App. Rt.
322+75 & 323+28
Const. 2 App. Lt.
Inst. 12" Pipe -35'
Str. Exc. 3 Cu. Yd.
Ext. Extg. 5'x6½' Conc. Box Lt. 12'
Remove Ext. Hdwls.
Class A Conc. 12 Cu. Yd.
Metal Reinf. 1150 Lbs.
Str. Exc. 15 Cu. Yd.
Dra. No. 10837
Const. App. Rt.
Const. Mail Box App. Rt.
1507.80
1507.08
1503.90
200' V.C.
-0.34%
200' V.C.
-1.26%
300' V.C.
1510
1505
1500
Exc. 243
Emb. 211
Exc. 362
See Sheet 5
320
325

NOTE: ELEVATIONS OF CENTER LINE FINISHED GRAD

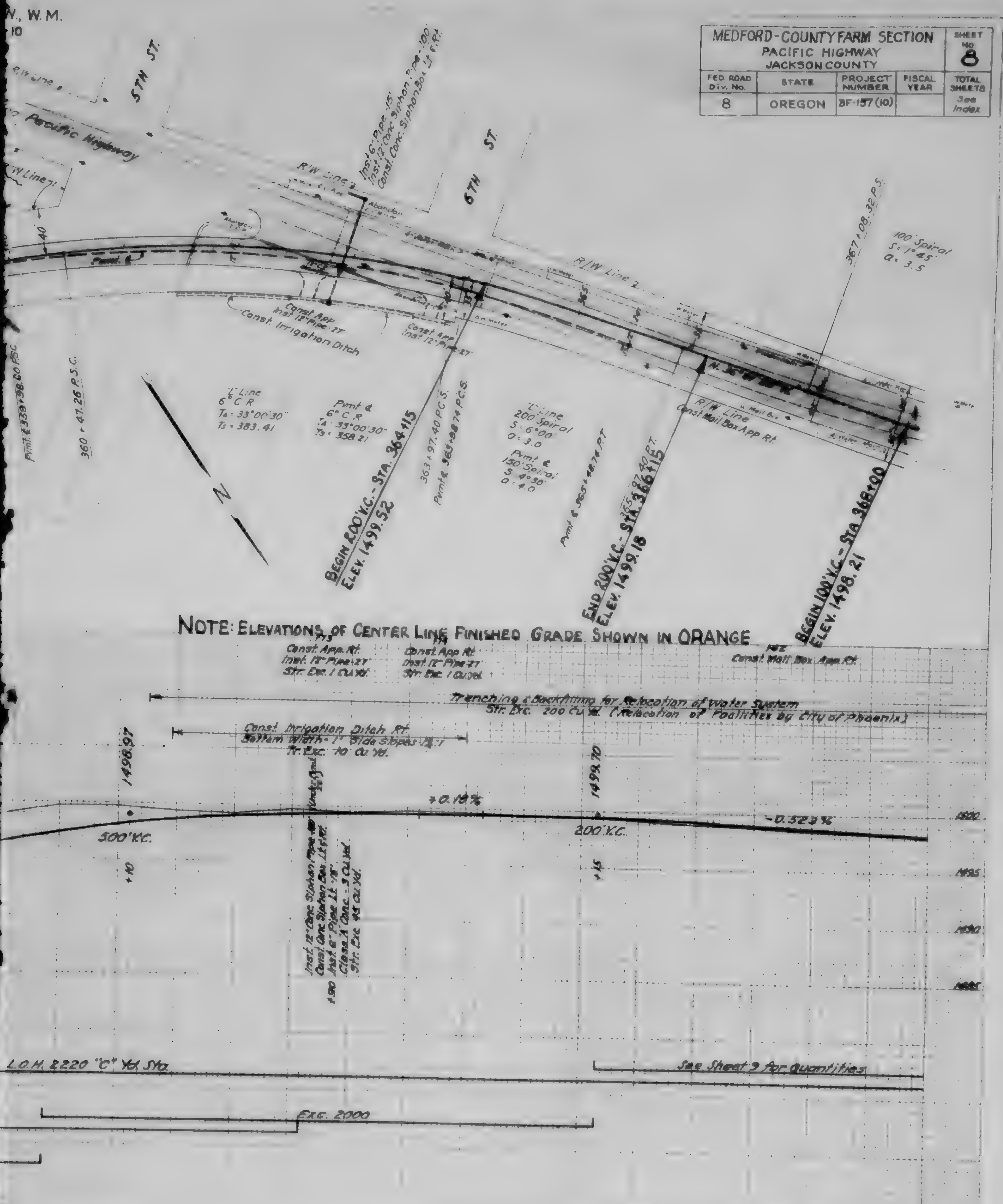
MEDFORD - COUNTY FARM SECTION PACIFIC HIGHWAY JACKSON COUNTY				SHEET NO. 7
FED. ROAD DIV. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	BF-157 (10)		See index

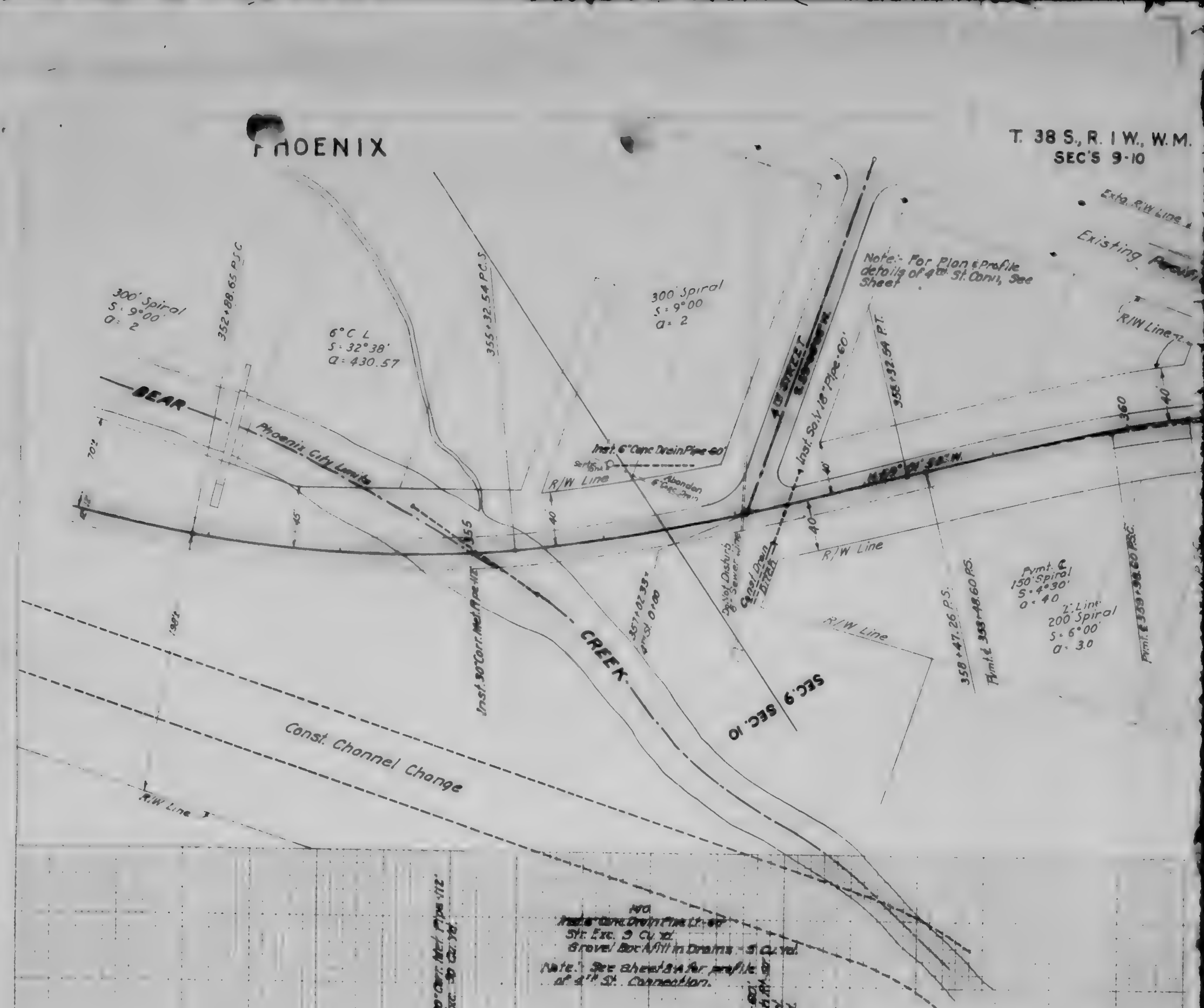

. W. M.
70
55
1st Street
W 54' 1 50' E
R/W Line
50'
300' Spiral
S 9°00
a 2
344+33.62 P.C.S.
347+33.62 P.T.
349+88.65 P.S.
300' Spiral
S 9°00
a 2
CREEK
Phoenix City Limits
R/W Line
70'
54'
116'
75'
12'
350
N. 36° 23' 55" W.
1st St 0+00
346+86.72 =
345
180'
Note: For plan & profile of First Street Conn. see Sh. 8 A.
Const. Channel Change
R/W Line
Grade as shown
Sl. 2:1
Sl. 2:1
8'
SECTION
DIVERSION CHANNEL
Rt. 339+40 to 343+10
Sl. 2:1
Grade as shown
Sl. 2:1
40'
SECTION
BEAR CREEK CHANNEL CH.
Rt. 341+00 to 358+00
Const. Channel Change Rt. (Bear Creek)
Exc. Incl. in Main Hwy. Dist.
1486.86
sh. Grade
-0.462 %
+0.073 %
400' V.C.
+75
1485
1480
1475
Exc 8341
Emb. 7253
-0.52
Emb. 8043
Bear Creek Channel Change Grade
mb. 12741
345
350
352

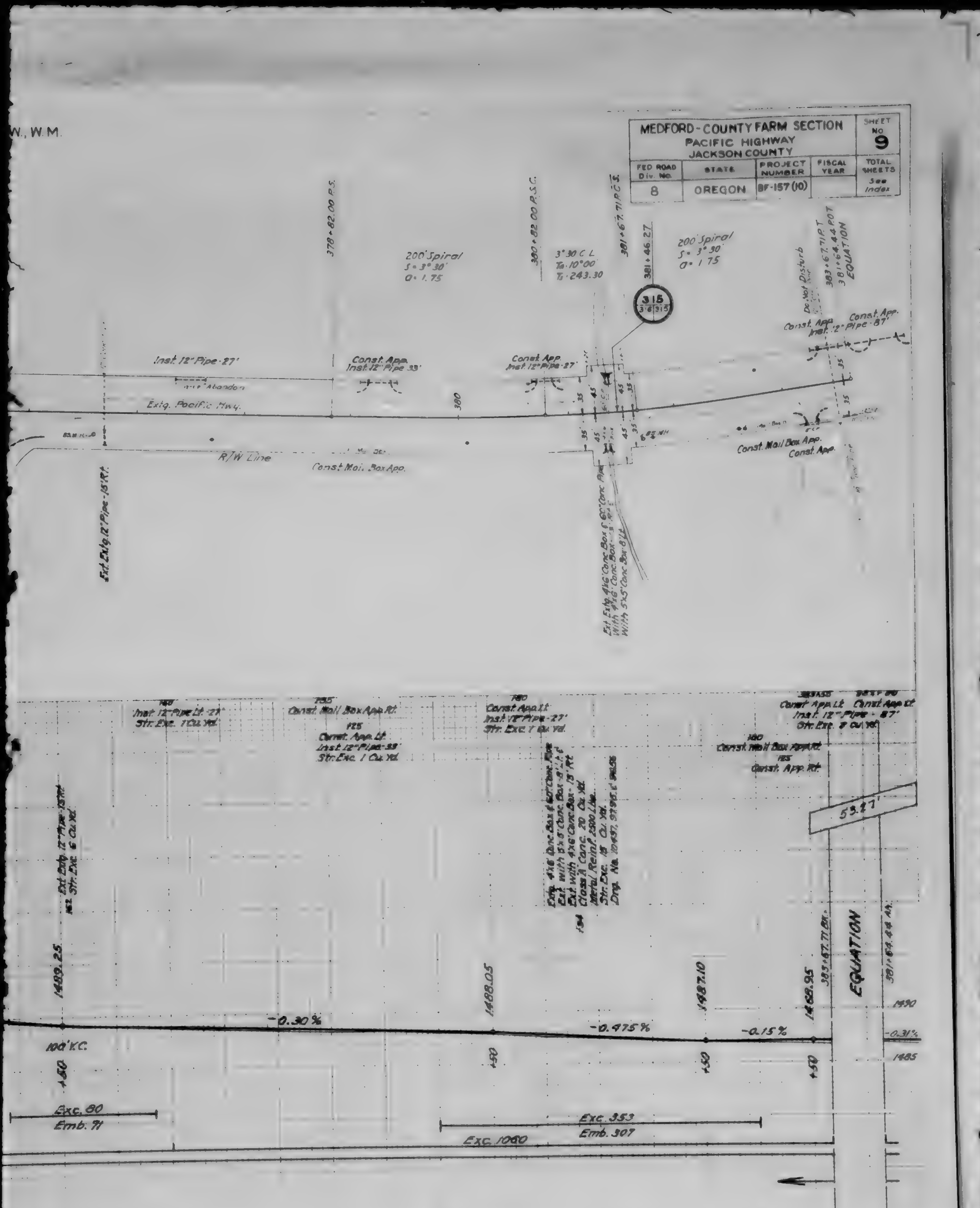
T. 38 S., R. 1 W., W.M.


R/W Line
Extg. Pacific Hwy
R/W Line
57 R
Pvmt ℄
R/W Line
R/W Line
40
Inst. 18" Sewer Pipe - 186'
Const. App.
℄ Pvmt ℄
200 Spiral
S = 6°00
a = 3
336 + 37.54 P.C.S.
Pvmt ℄ 336+60.19 P.C.S.
336 + 37.54 P.T.
Pvmt ℄ 338+60.19 P.T.
R/W Line
Sec. 15
Sec. 10
339 + 12.23 P.S.
40
340
300 Spiral
S = 9°00
a = 2
Const. Diversion Channel
Easement Line
342 + 12.23 P.S.C.
40
BEAR
R/W Line
6° C.L.
Δ = 31°17'
T = 418.35
344 + 33.62 P.C.S.
Const. App. Rt.
336+85 to 338+00
Inst. 18" Sewer Pipe - 186'
Str. Exc. 112 Cu. Yd.
1500
1495
1490
1485
1480
1475
1470
1498.10
200' V.C.
+50
1494.20
-0.90
18" Sewer Grade
1492.5
-1.60%
Const. Diversion Channel Rt.
Gen. Exc. 710 Cu. Yd.
1490.26
200' V.C.
+40
℄ Finish Grade
1478.80
Diversion Channel Grade
-1.28
1473.00
+00
1471.65
S.O.H. 4480 Yd. Sta.
Emb. 1304
Exc. 1734
Emb. 2
Emb. 1506
Exc. 9515
Emb. 8274
S.O.H. 91200 Yd. Sta.
L.O.H. 4575 "C" Yd. Sta.
Emb. 12741
336
340

MEDFORD-COUNTY FARM SECTION PACIFIC HIGHWAY JACKSON COUNTY				SHEET No. 8
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	BF-157 (10)		See Index

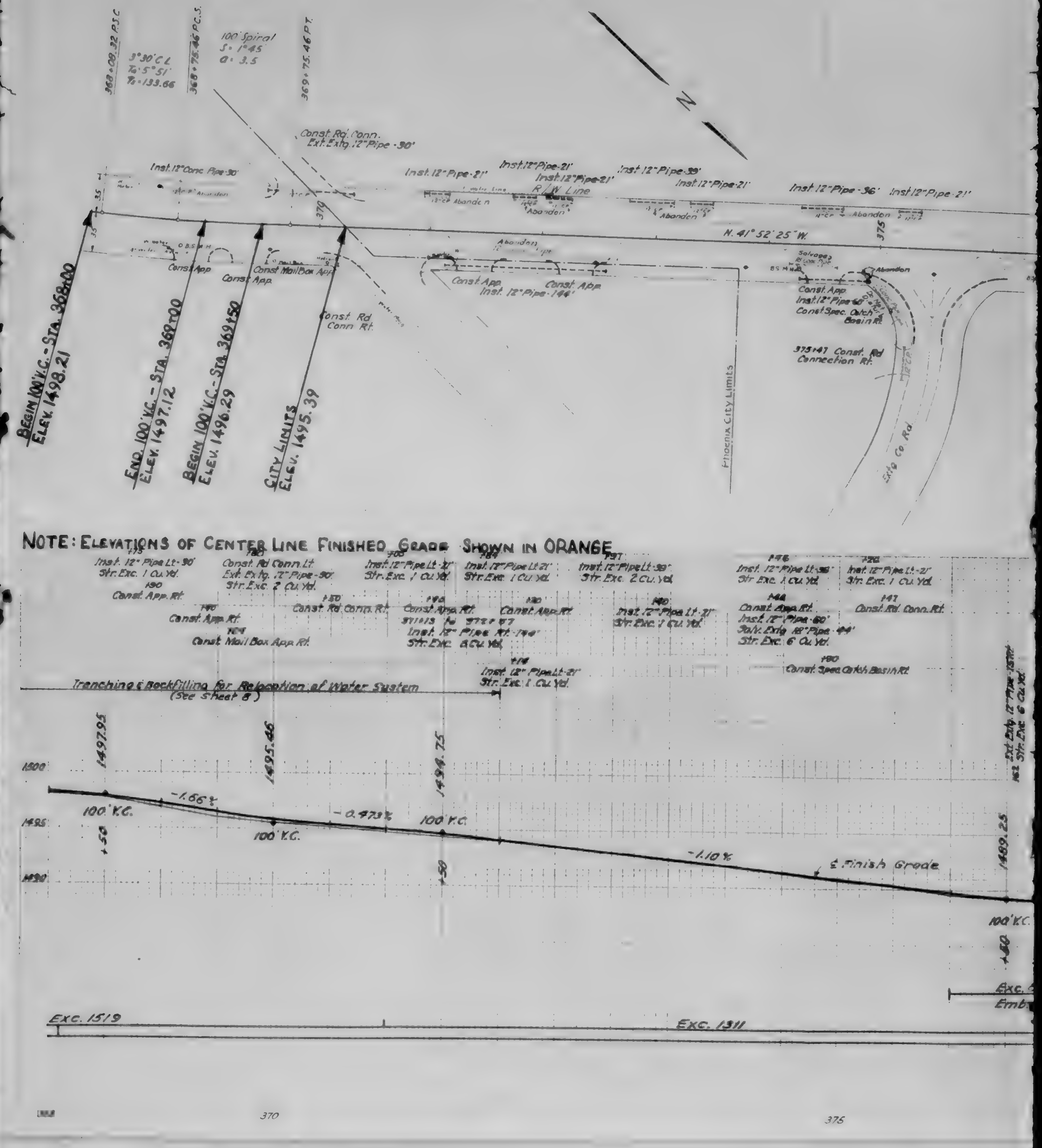

W., W.M.
10
5TH ST.
6TH ST.
R/W Line
Pacific Highway
R/W Line
R/W Line
Inst 6" Pipe 15'
Inst 12" Conc. Siphon Pipe 100'
Const. Conc. Siphon Box Lt & Rt.
Abandon
Pvmt. ℄
40
Const. App
Inst 12" Pipe 27'
Const. Irrigation Ditch
Const App
Inst 12" Pipe 27'
367+08.32 P.S.
100' Spiral
S: 1°45'
a: 3.5
R/W Line
Const Mail Box App Rt.
Pvmt ℄ 359+98.60 P.S.C.
360+47.26 P.S.C.
"L" Line
6° C.R.
Ta = 33°00'30"
Ts = 383.41
Pvmt ℄
6° C.R.
Δ = 33°00'30"
Ts = 358.21
363+97.40 P.C.S.
Pvmt ℄ 365+98.74 P.C.S.
"L" Line
200' Spiral
S: 6°00'
a: 3.0
Pvmt ℄
150' Spiral
S: 4°30'
a: 4.0
Pvmt ℄ 365+48.74 P.T.
365+97.40 P.T.
N
BEGIN 200' V.C. - STA. 364+15
ELEV. 1499.52
END 200' V.C. - STA. 366+15
ELEV. 1499.18
BEGIN 100' V.C. - STA. 368+00
ELEV. 1498.21
NOTE: ELEVATIONS OF CENTER LINE FINISHED GRADE SHOWN IN ORANGE
Const. App. Rt.
Inst. 12" Pipe 27'
Str. Exc. 1 Cu. Yd.
Const. App. Rt.
Inst. 12" Pipe 27'
Str. Exc. 1 Cu. Yd.
Const. Mail Box App. Rt.
Trenching & Backfilling for Relocation of Water System
Str. Exc. 200 Cu. Yd. (Relocation of Facilities by City of Phoenix)
Const. Irrigation Ditch Rt.
Bottom Width - 1' Side Slopes 1½:1
Tr. Exc. 10 Cu. Yd.
1498.97
1499.70
+0.18%
-0.523%
500' V.C.
200' V.C.
+10
+15
Inst. 12" Conc. Siphon Pipe 100'
Const. Conc. Siphon Box Lt & Rt.
Inst. 6" Pipe Lt 15'
Class A Conc. 3 Cu. Yd.
Str. Exc. 45 Cu. Yd.
1500
1495
1490
1485
L.O.H. 2220 "C" Yd. Sta.
See Sheet 9 for Quantities
Exc. 2000
365
368


PHOENIX
T. 38 S., R. 1 W., W.M.
SEC'S 9-10
Exto. R/W Line
Existing
R/W Line
Note:- For Plan & Profile details of 4th St. Conn., See Sheet
300' Spiral
S = 9°00'
a = 2
352+88.65 P.S.C.
6° C L
S = 32°38'
a = 430.57
355+32.54 P.C.S.
300' Spiral
S = 9°00'
a = 2
4th STREET
Inst. Sol.V. 18" Pipe-60'
358+32.54 P.T.
360
BEAR
Phoenix City Limits
Inst. 6" Conc. Drain Pipe-60'
R/W Line
Abandon
355
Inst. 30" Corr. Met. Pipe-112'
CREEK
357+02.35
R/W Line
Const. Drain Ditch
R/W Line
358+47.26 P.S.
Pvmt. ℄ 358+48.60 P.S.
Pvmt. ℄
150' Spiral
S = 4°30'
a = 4.0
2' Line
200' Spiral
S = 6°00'
a = 3.0
Pvmt. ℄ 359+98.60 P.S.C.
SEC. 9 SEC. 10
Const. Channel Change
R/W Line
160
Inst. 6" Conc. Drain Pipe Lt.-60'
Str. Exc. 3 Cu. Yd.
Gravel Backfill in Drains - 5 Cu. Yd.
Note:- See Sheet 8a for profile of 4th St. Connection.
Inst. 30" Corr. Met. Pipe-112'
100 Str. Exc. 30 Cu. Yd.
Inst. Sol.V. 18" Pipe-60'
Const. Drain Ditch Rt.
140
Str. Exc. 4 Cu. Yd.
Ft. Exc. 4 Cu. Yd.
Const. Channel Change Rt. (Bear Creek)
Exc. Incl. in Main Hwy. Dist. (See Sh. 7)
1487.30
+2.11%
℄ Finish Grade
+0.073%
500' V.C.
+60
1485
Exc. 1941
Emb. 1166
1480
See Sheet 7 for Quantities
1475
S.O.H. 53500 Yd. Sta.
L.O.H. 22
1470
S.O.H. 5300 Yd. Sta.
Emb. 1739
Exc. 9494
Emb. 8256
Bear Creek Channel Ch. Grade
-0.62
352
355
360
1463.12


W., W.M.
378+82.00 P.S.
200' Spiral
S = 3°30'
a = 1.75
380+82.00 P.S.C.
3°30' C.L.
Δ = 10°00'
T = 243.30
381+67.71 P.C.S.
381+46.27
315
200' Spiral
S = 3°30'
a = 1.75
Do Not Disturb
383+67.71 P.T.
381+64.44 P.O.T.
EQUATION
Const. App.
Inst. 12" Pipe - 87'
Const. App.
Inst. 12" Pipe - 27'
Abandon
Const. App.
Inst. 12" Pipe - 33'
Const. App.
Inst. 12" Pipe - 27'
Extg. Pacific Hwy.
380
35
45
R/W Line
Const. Mail Box App.
Const. Mail Box App.
Const. App.
Ext. Extg. 12" Pipe - 15' Rt.
Ext. Extg. 4x6' Conc. Box & 60" Conc. Pipe
With 4x6' Conc. Box - 8' Lt.
With 5x5' Conc. Box 8' Lt.
140
Inst. 12" Pipe Lt. - 27'
Str. Exc. 1 Cu. Yd.
135
Const. Mail Box App. Rt.
125
Const. App. Lt.
Inst. 12" Pipe - 33'
Str. Exc. 1 Cu. Yd.
180
Const. App. Lt.
Inst. 12" Pipe - 27'
Str. Exc. 1 Cu. Yd.
Extg. 4x6' Conc. Box & 60" Conc. Pipe
Ext. with 5x5' Conc. Box - 8' Lt.
Ext. with 4x6' Conc. Box - 13' Rt.
Class A Conc. 20 Cu. Yd.
Metal Reinf. 2500 Lbs.
Str. Exc. 15 Cu. Yd.
Drg. No. 10457, 9796 & 9806
134
383+55
383+80
Const. App. Lt.
Const. App. Lt.
Inst. 12" Pipe - 87'
Str. Exc. 2 Cu. Yd.
180
Const. Mail Box App. Rt.
125
Const. App. Rt.
53.27'
Ext. Extg. 12" Pipe - 15' Rt.
Str. Exc. 6 Cu. Yd.
162
1489.25
1488.05
1487.10
1486.95
383+67.71 Bk.
EQUATION
381+64.44 Ah.
1490
1485
-0.30%
-0.475%
-0.15%
-0.31%
100' V.C.
+50
+50
+50
+50
Exc. 80
Emb. 71
Exc. 353
Emb. 307
Exc. 1060
380
383

MEDFORD - COUNTY FARM SECTION PACIFIC HIGHWAY JACKSON COUNTY				SHEET No. 9
FED. ROAD DIV. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	BF-157 (10)		See Index

T. 38 S., R. 1 W., W.M
SEC. 9


368+08.32 P.S.C
3°30' C L
Δ= 5°51'
T= 133.66
368+75.46 P.C.S.
100' Spiral
S= 1°45'
a= 3.5
369+75.46 P.T.
N
Const. Rd. Conn.
Ext. Extg. 12" Pipe - 30'
Inst. 12" Conc. Pipe - 30'
Inst. 12" Pipe - 21'
Inst. 12" Pipe - 21'
Inst. 12" Pipe - 21'
R/W Line
Inst. 12" Pipe - 39'
Inst. 12" Pipe - 21'
Inst. 12" Pipe - 36'
Inst. 12" Pipe - 21'
Abandon
Abandon
Abandon
Abandon
35
35
370
375
N. 41° 52' 25" W.
O.B.S.M.H.
Const. App
Const. App
Const. Mail Box App
Abandon
Const. App
Inst. 12" Pipe - 144'
Const. App
Const. Rd Conn. Rt.
Salvage
B.S.M.H.
Abandon
Const. App
Inst. 12" Pipe - 60'
Const. Spec. Catch Basin Rt.
375+47 Const. Rd Connection Rt.
Phoenix City Limits
Extg. Co. Rd.
BEGIN 100' V.C. - STA. 368+00
ELEV. 1498.21
END 100' V.C. - STA. 369+00
ELEV. 1497.12
BEGIN 100' V.C. - STA. 369+50
ELEV. 1496.29
CITY LIMITS
ELEV. 1495.39

NOTE: ELEVATIONS OF CENTER LINE FINISHED GRADE SHOWN IN ORANGE

+75
Inst. 12" Pipe Lt. - 30'
Str. Exc. 1 Cu. Yd.
+90
Const. App. Rt.
+40
Const. App. Rt.
+64
Const. Mail Box App. Rt.
+80
Const. Rd Conn. Lt.
Ext. Extg. 12" Pipe - 30'
Str. Exc. 2 Cu. Yd.
+50
Const. Rd. Conn. Rt.
+00
Inst. 12" Pipe Lt. - 21'
Str. Exc. 1 Cu. Yd.
+46
Const. App. Rt.
371+13 to 372+57
Inst. 12" Pipe Rt. - 144'
Str. Exc. 8 Cu. Yd.
+84
Inst. 12" Pipe Lt. 21'
Str. Exc. 1 Cu. Yd.
+80
Const. App. Rt.
+18
Inst. 12" Pipe Lt. - 21'
Str. Exc. 1 Cu. Yd.
+97
Inst. 12" Pipe Lt. - 39'
Str. Exc. 2 Cu. Yd.
+40
Inst. 12" Pipe Lt. - 21'
Str. Exc. 1 Cu. Yd.
+46
Inst. 12" Pipe Lt. - 36'
Str. Exc. 1 Cu. Yd.
+44
Const. App. Rt.
Inst. 12" Pipe - 60'
Salv. Extg. 18" Pipe - 44'
Str. Exc. 6 Cu. Yd.
+80
Const. Spec. Catch Basin Rt.
+20
Inst. 12" Pipe Lt. - 21'
Str. Exc. 1 Cu. Yd.
+47
Const. Rd. Conn. Rt.
Ext. Extg. 12" Pipe - 15'
Str. Exc. 6 Cu. Yd.
Trenching & Backfilling for Relocation of Water System
(See Sheet 8)
1497.95
1495.46
1494.75
1489.25
1500
1495
1490
100' V.C.
-1.66%
100' V.C.
-0.473%
100' V.C.
-1.10%
℄ Finish Grade
100' V.C.
+50
+50
+50
Exc.
Emb.
Exc. 1519
Exc. 1311
368
370
375

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 26, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project RF-157(10), Medford-County Farm Section of the Pacific Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending receipt of advice that all rights of way or rights of entry have been acquired.

Please forward the usual copies of encroachment resolutions from the cities of Phoenix and Medford prior to submission of the project agreement estimate.

Very truly yours,

CGPolk
C. G. Polk
District Engineer

RECEIVED
JUL [illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
OREGON DISTRICT

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 10, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to your letter of May 20 requesting the use of standards, on Projects FI-157(9) and BFI-157(10), Medford-Ashland Section of the Pacific Highway, substantially below the adopted AASHO standards for primary highways in this traffic category.

In view of your written and verbal statements that the existing highway is not suitable as the location for the interstate highway; that financial problems preclude construction on revised alignment for 10 years or more; that the cost of right of way on the present location adequate to provide interstate standards of roadway widths would amount to $450,000 and that immediate improvement to provide four lanes is essential, we, with considerable reluctance, agree to the standards you propose. Our reluctance is due to the heavy traffic volumes and your proposal to leave open the many points of ingress and egress. It is our thought that these openings with the heavy traffic involved will perpetuate extremely hazardous conditions.

The only action necessary in connection with the change from "Interstate" designation to "Primary" designation is that the P. S. and E. submission should include a brief explanation of the reasons for the change.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

[illegible]

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JUN 10 1952
OREGON
STATE HIGHWAY COMMISSION

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JUN 6 1952
FOR FILING

May 20, 1952

1576

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to our proposed Medford-County Farm Project, EFI-157 (10), and County Farm-Ashland Project, FI-157 (9), Items 22 and 132, respectively.

When those projects were programmed, we had in mind the widening of the existing two-lane pavement to 48 feet and the addition thereto of two 10-foot wide rock shoulders, thus conforming with interstate highway standards. To make this possible, we planned to obtain 10 feet of additional right of way on each side of the existing 60-foot right of way. Subsequent detailed study of the projects has brought out the facts that the acquiring of rights of way would be much more costly than we had anticipated, that a continuance of numerous existing accesses would be unavoidable, and that the elimination of grade crossings would be impractical. As a result of this study, we have come to conclusions as follows:

1. The existing highway is not suitable as a location for the interstate highway.

2. The interstate highway, when constructed, will not replace the existing highway or relieve the existing highway of any very considerable part of the traffic now being carried.

3. That the four-laning of the existing highway is a much more pressing need than the construction of the interstate highway.

4. That in four-lane construction on the existing highway, the need for rock shoulders of width greater than four feet does not justify the greater right of way cost that wider shoulders would require.

In view of the foregoing, we would like your approval of changes in the designations of the above mentioned projects from "Interstate" designation to "Primary" designation and of a plan of construction contemplating a 70-foot right of way, four 12-foot lanes of pavement and two 4-foot shoulders of crushed rock.

Action on this request is desired by June 20th as the advertisement for our next letting will be run about that time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:tp

J. A. KLIKS
RECEIVED
FEB 14 1955
FOR FILING

KLIKS & KLIKS
ATTORNEYS AND COUNSELORS AT LAW
SUITE 407-415 PEARSON BLDG
415 S. W. WASHINGTON STREET
BROADWAY 6461
PORTLAND 4, OREGON

McMinnville Office
FIRST NATIONAL BANK BLDG.
[redacted]

November 1st, 1944

Friend NUTS Cramer:

So you poor crack-pot was disappointed that you did not get a four page letter from me. Why you damn fool -- do you think that I would spend that much time on you? So you wanted to know what was wrong with 1919 - well, it was the time that you called in concerning an affidavit for your pension upon the ground that your eyesight was impaired by the war services. After the thing was prepared, and I handed it to you and you stuck it in your pocket - you stated that actually you were that way from birth, but that they took you in as an able bodied man and that you were entitled for something for the service. Well, I debated at the time whether to try to get that affidavit from you or otherwise; then thought of the many angled in controversy and finally decided to say nothing about it. But it left a bad taste. Then when I saw your vagaries, your inability to get along with your wife, your family, your children; and then some inclination along religion - with all of those damn fool things about you --- naturally I always associated your name with your vagaries, so that of course, I would remember your initials, and it always was "NUTS" and I thought the middle initial at last was crack-pot, so as to read "NUTS CRACK-POT CRAMER".

So you think that you are exceedingly brave person and refer to me as a coward.

Well, listen anybody that would answer a letter such as I have written you, four lines, or five or six lines only, as a matter of acknowledgement to you because of my nature -- it is of that nature to help somebody along, rather than to kick them down:---yet, with that sort of a friendly letter, to start off as crazy as you did -- shows that you are the damnest coward ever. You get [illegible] abuse in the way of a letter, where you would not dare to say that to anyone else. Youknow, if you would say that to me, in person, you would get a crack in those squint eyes of yours, that would really make you believe that you were born blind. You dirty rat. If You think that anybody believes that you showed the letter that I wrote you, to any Republican friends, or anybody else -- you are just badly mistaken. You showed it to no one, you damn rat. Of course, you are nuts, and there is no use of talking, and that being true, you are liable to do anything. But you do have enough cunning about you, to know that you would not show any letters like the one that I wrote you. No sir, we do not waste time on any damn devil like you. Too bad too, that there is no such place as hell. However, you with your meanness are enjoying hell on earth, because you can get along with no one. "NUTS CRACK-POT CRANKER"; what a pole-cat squint eyed animal, misery to himself, misery to everybody; like a scorpion stinging himself to death.

Yours,

BFI-157(10) Medford-County Farm Sec., 1954
Pacific Hwy.
#3792 Folder # 2

RECEIVED
JAN 11 1963

FOR FILING

[illegible]

2792

January 10, 1963

J. C. Collins Insurance, Inc.
104 N. Main Street
Medford, Oregon

Subject: Medford Irrigation District
Agreement Miscellaneous C and
1443

Gentlemen:

We have in our files Phoenix Assurance Company liability Policy No. SM 05-46-32 providing property damage liability in the amount of $25,000 in favor of the Medford Irrigation District covering approximately 600 feet of irrigation canal located approximately one mile south of Phoenix where the canal parallels the Pacific Highway.

This policy is written for a one-year period from May 20, 1962, to May 20, 1963, and an advance premium in the amount of $230.72 is shown on the policy.

Under terms of the agreement entered into with the Medford Irrigation District, the State is required to furnish this insurance only to and including January 22, 1963, and we request that it be cancelled as of that date.

Will you kindly submit a refund for the unused premium as outlined in Paragraph 19 of the policy.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FC:fkn
cc Mr. Forrest Cooper
Mr. R. L. Porter
Mr. L. I. Lindas
Mr. C. H. Maison
Medford Irrigation District

RECEIVED
JAN 10 1963
FOR FILING

GEORGIA-PACIFIC CORPORATION
EQUITABLE BUILDING · PORTLAND 4, OREGON
CAPITOL 2-5561 · TELETYPE PD 600
Quality Forest Products since 1927

January 8, 1963

Mr. Forrest Cooper
State Highway Engineer
State of Oregon
State Highway Department
Salem 10, Oregon

Subject: Permit Agreement No. 341 dated August 12, 1953
and Permit Agreement No. 1344 dated August 1, 1952

Dear Sir:

We are dissolving our wholly-owned subsidiary Georgia-Pacific Pine Mills Co. and transferring all of its assets to Georgia-Pacific Corporation and assuming all of its liabilities.

We enclose duplicate forms of Assignment of the subject forms of permit agreements which have been executed by Georgia-Pacific Pine Mills Co. and Georgia-Pacific Corporation and request that you submit the same to the Oregon State Highway Commission for their consideration, and if approved, forward one fully executed form with the consent of the State Highway Commission endorsed thereon to the attention of the undersigned at Post Office Box 311, Portland 7, Oregon.

Very truly yours,

GEORGIA-PACIFIC CORPORATION

George H. Brustad

GHB/ms
Enclosures

orig to [illegible]
1-9-63

JAN 9 1963

RECEIVED
DEC 26 1962

[illegible]

3192

December 26, 1962
Salem, Oregon

Miscellaneous Contracts and
Agreements No. 1443

Mr. Forrest Cooper
State Highway Engineer

The above agreement was executed January 22, 1953, and contains a provision on Page 7 "that State shall pay such cost of the said additional premium . . . for a period of ten years, and that the obligation contained in this paragraph shall automatically terminate ten years from the date of this agreement;"

The State has provided separate insurance coverage. The present policy for a period of one year expires May 20, 1963. The insurance requirement expires January 22, 1963.

It appears that as the need for the insurance terminates January 22, 1963, a request should be made for a refund for the period January 22 to May 20, 1963. The liability policy is filed in our safe.

Floyd Query, Secretary

FQ:fkn

FORM E-30X—50M—6-61—[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 19, 1962

To: Mr. C. H. Edison
Auditor
Office

SUBJECT: Medford Irrigation District Insurance

[illegible] 1124
[illegible]
C.H.

The policy which you mentioned in your inquiry of March 13, 1962, is Scott & Crawford, Policy No. [illegible], covering property damage liability of "State of Oregon – [illegible] State Highway Commission and the Medford Irrigation District." [illegible] is in the amount of $25,000, and covers [illegible] approximately 600 feet of irrigation canal located approximately [illegible] mile south of Phoenix, Oregon, where canal parallels Highway 99.

By agreement with the Medford Irrigation District (Misc. C. & A. No. 1143), dated January 2[illegible], 1953, we assumed the obligation to relocate and realign certain irrigation ditches, made necessary by the relocation and construction of the Medford-County Fair Section of the Pacific Highway. Pursuant to paragraph 20 of said agreement, we are obligated to provide the District with insurance coverage for property damage liability which might arise out of the District's ownership and operation of a certain section of irrigation ditch which was to be constructed between Highway Centerline Stations 2[illegible]+10 and 294+60.

Under the agreement, we are given the option of providing such coverage by either paying to the District the cost of such additional premium as there might be on the District's blanket liability policy due to the inclusion therein of the designated section of irrigation ditch, or by obtaining the same type of insurance coverage elsewhere, on the designated section of irrigation ditch, at our own expense. From various renewal certificates to be found with the policy mentioned above, it appears that we have provided this coverage by obtaining a separate policy, at least since May 20, 1956.

Pursuant to paragraph 20 of the agreement, we are obligated to provide this coverage for a period of ten years, and "the obligation contained in this paragraph shall automatically terminate ten years from the date of this agreement."

Accordingly, it is recommended that this policy be renewed from May 20, 1962 to and including January 2[illegible], 1963, the latter date being ten years from the date of the agreement with the District, and the date on which our obligation to provide this insurance automatically terminates.

LIL:ks
cc: Floyd Query

L. I. LEWIS
Chief Counsel

RECEIVED
MAY 25 1961
FOR FILING

1-7 1-15-7 (cc)

2191

I

May 24, 1961

Mr. Chas. H. Reynolds
Post Office Box 898
La Grande, Oregon

Dear Chas.:

Reference is to the liability policy for the Medford Irrigation District which you discussed with me by telephone recently.

In 1953, we widened the Pacific Highway near Phoenix from two lanes to four lanes, and in doing so it became necessary to move a section of the Medford Irrigation District's canal. The District was fearful that some excess maintenance might be required during the early years of use of the new canal and insisted that we furnish insurance in the amount of $25,000 for a period of 10 years, at which time all liability of the State would expire. Therefore, our liability will expire in 1963, and upon payment of the present policy premium there will be only one more premium.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:me

RECEIVED
APR - 1957
FOR FILING

SFI-137(10)

3792

RECEIVED
APR 3 1957
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 2, 1957

SUBJECT: Request for Access
Medford County Farm Section
Pacific Highway
Eng. Sta. 487+15
Vicinity of Bear Creek Orchards

To: MEMO TO FILE

This is to advise that Mr. W. H. Elmore, 1004 E Main Street, Medford, Oregon called Mr. J. Al. Head of this office on Friday, March 28 and requested opportunity to come to Salem and discuss access to property for which he has an option to purchase. The property in question belongs to Wilbur E. and Ilah Reed and is Right-of-Way File #18423. Presently there are two 25 foot commercial accesses granted and constructed at Engr. Sta. 487+15 and 485+90.

Mr. Elmore advised that he had contacted DMS Bromley, and had been told that it would not be possible to cut the medial divider to grant access. Mr. Elmore felt that this was unreasonable and wished his 'day in court' and thus the trip to Salem. In addition to the writer, Mr. F. W. Farrar and Mr. J. Al. Head sat in with Mr. Elmore at 9:30 a.m., Monday, April 1, to discuss this situation.

Reference is made to Sheet #16 of the Medford-County FarmSection, Pacific Highway, Jackson County, Contract #3792, revised as constructed July, 1954, on which are shown the two driveways in question to the Reed property, and further, the island on the northerly approach to the access to Bear Creek Orchards. Mr. Elmore's specific request was to cut the medial island in the vicinity of Engr. Sta. 487+15 so as to allow direct access to his property. He was advised that this could not be recommended, and after considerable discussion Mr. Elmore left, apparently dropping the subject of his original request.

I will not reiterate in any detail at this time the context of our some 2-hour discussion with Mr. Elmore other than to state that we advised of the impracticability of cutting the existing medial barriers such as would permit access not only at this location, but at other similar locations throughout this overall section. He was advised that in the instance in question if any of the channelizing islands in the vicinity of Bear Creek Orchards were revised it would considerably hamper the efficiency of the operations for which the islands were originally designed.

Some discussion was made of the possibility of developing a frontage road throughout the entire section which would require in the first instance contact and cooperation on the part of the private developer. Many other points were discussed and Mr. Elmore advised that he had contacted a local attorney and the attorney advised him that he would not be able to cut the island other than by our consent.

JAH:njs

cc: W. W. Stiffler
G. S. Paxson,
F. W. Farrar, Frank Morgan, J. Bromley

ORIGINAL SIGNED BY F. B. CRANDALL
Traffic Engineer

F. B. Crandall
Traffic Engineer

NOTED
W. W. STIFFLER

RECEIVED
AUG 1 - 1955
FOR FILING
RFI-157 (10)

-992

THE CALIFORNIA OREGON POWER COMPANY

Medford, Ore.

C
O
P
Y

July 27, 1955

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. W. C. Williams
Deputy State Highway Engineer

Dear Mr. Baldock:

I appreciate your prompt reply of July 26 with which you enclosed two claim vouchers; on covering the relocation of pwoer lines between Medford and Talent on U. S. 99 and the other, relocation of power lines on U. S. 99 east of Creswell on the Goshen-Coast Ford section. These vouchers total $330.64 and $27,537.29, respectively, and are reworded in accordance with the advice of our Attorney as set forth in my letter of July 25, 1955.

The two vouchers referred to above have been certified and are returned herewith for processing.

Very truly yours,

/s/ F. C. Bash

F. C. BASH
Vice President and Treasurer

FCB:po
Enclosures

Photocopy referred
to Mr. Maison
with above encls.

FORM B-123 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

July 26, 1955

Mr. F. C. Nash
Vice President and Treasurer
The California Oregon Power Company
Medford, Oregon

Dear Sir:

We are returning herewith, revised vouchers in connection with the relocation of power lines between Medford and Talent on U.S. 99, and east of Creswell on the Eugene-Coast Fork Section of U.S. 99.

Our attorneys see no difference in the legal effect of the wording on our orginal voucher and the wording as suggested in your letter. However, as it is desirable in accordance with our accounting procedure to set forth each claim on a separate voucher, we are herewith submitting two vouchers using the wording as suggested in your letter.

We trust that this will be satisfactory and that you will be able to certify the vouchers and return them for processing.

Very truly yours,

R. H. Baldock
State Highway Engineer

By
W. C. Williams
Deputy State Highway Engineer

WCW:gcj

Enclosures

cc: C. H. Nelson
C. W. Enfield
J. W. DeSouza

THE CALIFORNIA OREGON POWER COMPANY

IN REPLY PLEASE REFER
TO OUR FILE NUMBER

MEDFORD, OREGON

July 25, 1955

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. W. C. Williams
Deputy State Highway Engineer

Dear Mr. Baldock:

This will acknowledge your letter of July 20, 1955, enclosing your claim vouchers in the respective amounts of $2,040.21 and $27,867.93. The voucher in the amount of $2,040.21 covers in full our claim for moving our facilities on the Booth Ranch Unit, Shady Canyonville Section of the Pacific Highway, is certified as such and is enclosed herewith.

We are unable to certify the claim voucher in the total of $27,867.93, however, inasmuch as this amount represents only a portion of our claims in respect of which it is tendered and we are advised by our attorneys that the voucher is not in satisfactory form for certification of such partial payment. We desire, of course, to cooperate with you in minimizing the interest which is accruing on our claims and would be willing to accept your tender of $27,867.93 on the claims to which it relates provided the main body of the voucher is revised to read as follows:

"12/16/53 J/O M-5456. Relocation of power lines between Medford and Talent on Medford-County Farm Section of U.S. 99	$ 1,735.10
10/29/54 J/O R-634 and 639, S/O R-4373, relocation of power lines east of Creswell on Goshen-Coast Fork section of U.S. 99	39,734.70

It is understood that this payment is made and accepted without prejudice to either party regarding further negotiations or legal actions as to the final total compensation which should be paid, and that the payee named herein shall execute and deliver to the State of Oregon by and through its State Highway Commission appropriate bargain and sale deeds conveying the lands, or easements therein, located within the present highway right of way from which the poles, wires and fixtures of the payee have been removed.

TOTAL OF CLAIM	$ 41,469.80
Amount disallowed as agreed	57.98
Amount in dispute	13,543.89
Amount allowed in this voucher without prejudice, as stated above	$ 27,867.93"

We are looking forward to conferring with you at an early date with respect to the settlement of the remainder of our claims on the above job orders as well as on the claims mentioned in the last paragraph of your letter of July 20, 1955.

We believe you can appreciate the reason for the requested revision of the voucher. In its present form it shows $27,867.93 as the "Total of Claim" on the job orders stated therein. In the certificate which we are required to sign on the voucher we must certify "that the foregoing account is correct and just". We could not make this certification of the voucher in its present form.

We return herewith your voucher in the amount of $27,867.93 unsigned in order that the foregoing revisions may be made.

Very truly yours,

F. C. Bash

F. C. BASH
Vice President and Treasurer

FCB:po
Enclosures

RECEIVED
JUL 26 1955
OFFICE OF
STATE HIGHWAY ENGINEER

July 20, 1955

C
O
P
Y

Mr. F. C. Bash
Vice President and Treasurer
The California Oregon Power Company
Medford, Oregon

Dear Sir:

We are enclosing herewith our claim voucher in the amount of $27,867.93, covering reimbursement to you for moving facilities on the Medford-County Farm Section of the Pacific Highway between Medford and Talent, in the amount of $330.64, and reimbursement on the Goshen-Coast Fork Willamette River Section of the Pacific Highway, in the amount of $27,537.29.

You will note that on the face of the claim voucher we have placed a statement to the effect that the total amount is being paid with prejudice to either party, and that you will execute and deliver to the Commission appropriate bargain and sale deeds transferring the lands or easements on which your facilities were previously located and now have been removed.

We are also enclosing a claim in the amount of $2,040.21 for moving your facilities on the Booth Ranch Unit, Shady-Canyonville Section of the Pacific Highway on which there has been no dispute.

You have submitted claims in the amount of $13,973.30 for moving and re-establishment of your transmission lines and, in the amount of $13,091.41, for the moving and re-establishment of your distribution facilities in Central Point. These claims have not yet been fully investigated and analyzed; therefor final action necessarily is being deferred until our conference in the near future.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Deputy State Highway Engineer

WCW:cg

cc Mr. R. H. Baldokk
Mr. C. W. Enfield
Mr. H. G. Smith
Mr. Tom Edwards
Mr. C. H. Maison

RECEIVED
AUG 1 - 1955
FOR FILING

[illegible] 137(10)

[illegible]92

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

C
O
P
Y

Salem, Oregon
July 20, 1955

SUBJECT:

To:
Mr. C. H. Maison
Auditor
OFFICE

Dear Mr. Maison:

In connection with payment to COPCO for moving transmission line facilities, I would suggest a draft of a letter from Mr. Williams somewhat as follows:

> Herewith please find claim voucher, in the amount of $27,867.93, covering reimbursement to you for moving facilities on the Medford-County Farm Section of the Pacific Highway, in the amount of $330.64, and reimbursement on the Goshen-Coast Fork Willamette River Section of the Pacific Highway, in the amount of $27,537.29. [illegible]
>
> You will note that on the face of the claim voucher we have placed a statement to the effect that the total amount is being paid without prejudice to either party and that you will execute and deliver to the Commission appropriate bargain and sale deeds transferring the lands or easements on which your facilities were previously located and now have been removed.
>
> A separate claim, in the amount of $2,040.21, regarding which there has been no dispute on the Booth-Ranch Section of the Pacific Highway, is being processed and will be forwarded to you separately. [illegible]
>
> You have submitted claims, in the amount of $13,973.30, for moving and re-establishment of your transmission lines and, in the amount of $13,091.41, for the moving and re-establishment of your distribution facilities in Central Point. These claims hage not yet been analyzed and checked by our Accounting Department and final action necessarily is being deferred. [illegible]

I have stated the names of the sections involved as I recall them, but I understand you will make a check on the designations.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. W. C. Williams

THE CALIFORNIA OREGON POWER COMPANY

IN REPLY PLEASE REFER
TO OUR FILE NUMBER

MEDFORD, OREGON

July 12, 1955

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

This will refer to discussions between representatives of the Department and this Company held on July 6, 1955, in your office, concerning the sums due this Company from the Department on account of power line relocations during the period from December 1952 to May 1955. The sums so due total $71,550.15.

It is our understanding that the Department desires to make a payment of $50,000 to the Company at this time in partial settlement of the total amount due, leaving a balance due to be settled later. The Company will accept such payment on account, since it will decrease the amount of interest accruing on this obligation. It does so, however, on the express condition that such payment shall not be considered as full settlement of the amounts due or as anything other than a payment on account. The check or any voucher accompanying the check making this payment should be consistent with this understanding.

Since this constitutes partial payment of the total amount due, we would prefer to have it made in a round sum. We look forward to an early settlement of the balance which will be due after the proposed partial payment.

Very truly yours,

F. C. BASH
Vice President and Treasurer

FCB:po

RECEIVED
[illegible] 1955
OFFICE OF
STATE HIGHWAY ENGINEER

THE CALIFORNIA OREGON POWER COMPANY

MEDFORD, OREGON

RECEIVED
JUN [illegible]
LEGAL DEPT

IN REPLY PLEASE REFER
TO OUR FILE NUMBER

June 3, 1955

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

This will refer to my letter of April 21, 1955, replying to your letter of March 21, 1955, with respect to this Company's billing for relocation of portions of our Line 12 along U. S. 99. We believe it to be in the best interest of the state as well as the Company to have the amount due us paid as soon as possible, inasmuch as the amount involved is substantial and interest thereon is not inconsequential.

We shall appreciate your early advice on this matter.

Very truly yours,

F. Bash

F. C. BASH
Vice President and Treasurer

FCB:po

RECEIVED
JUN 6 1955
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 530—50M—4-54—74386

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 5, 1955

SUBJECT: Replacement of transmission line between Goshen and Coast Fork on U.S. 99

To: R. H. Baldock

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In analyzing the attached letter from the California Oregon Power Company, it seems that the strongest argument against our cost distribution formula is the fact that the State of California apparently provides for the same segregation of costs as provided in the original bill submitted by the Power Company. However, as only certain extracts are made of the California code, this might not be true in all instances.

On page 1, paragraph 2 of their letter, they state that the formula submitted by us is novel and an inequitable approach to the cost distribution problem. The formula is not a novel idea, but is practically the same formula that the Portland General Electric Company uses in billing us for relocation of their transmission lines. In the same paragraph, they say that we agree in principal with paragraph 1 and 2 of our cost distribution formula, but believe that paragraph 2 was incorrectly applied on our Exhibit B. I am not certain what they mean by this statement, but am assuming they are referring to the additional poles in the relocation. In my opinion, we have been more than fair in the distribution of costs for this item as several of the additional poles installed were double poles which would of course, make the unit price per pole much cheaper. We did not take this into consideration but are willing to pay for the entire cost of the twelve additional poles based on a single pole unit cost. It might also be pointed out that the necessity of the additional poles, higher poles, steel cross-arms, etc., has not been questioned, but it is entirely possible that some of the additional poles may not have been necessary.

FORM 230—50M—4-54—74988

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 5, 1955

SUBJECT: Replacement of transmission line between Goshen and Coast Fork on U.S. 99

To: R. H. Baldock

In analyzing the attached letter from the California Oregon Power Company, it seems that the strongest argument against our cost distribution formula is the fact that the State of California apparently provides for the same segregation of costs as provided in the original bill submitted by the Power Company. However, as only certain extracts are made of the California code, this might not be true in all instances.

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There could probably be three ways of settling this claim.

(1) The Highway Department to buy out the interest of the Power Company for their displaced line based on the depreciated value of the original cost. The Power Company could then replace the line or not as they saw fit. I do not believe this would be fair to the Power Company as they would then be paying practically the entire amount of the increased costs of new installations.

(2) The Highway Department to pay the entire cost of the replacement less credit for the depreciation that had been charged on the facilities removed and less the depreciated value of salvage materials. This is the formula used by the California Oregon Power Company and under this procedure, the Power Company would obtain the new line at the same cost as the original cost of the displaced line less the depreciation sustained. In my opinion, this is unfair to the Highway Department.

(3) The third way of settling this and other claims, would be as set forth in our proposed formula which I believe to be an equitable distribution of costs, as it provides a method of allocating increased costs between the Power Company and the Highway Department. Under this method, if the existing facilities were relatively new the Highway Department would pay for the major portion of the additional costs while on the other hand, if the existing facilities were old and would have to be replaced in the course of continued operations in the near future, then the major portion of the cost would be paid by the Power Company.

I would suggest that the complete file on this subject be reviewed by our Chief Counsel and probably a discussion should be held with the Power Company officials. Also that in the future, agreements be entered into with the several utility companies as to just what portion of the costs for replacing transmission lines would be paid for by the Highway Department.

CHMaison

C. H. Maison
Auditor

CHM:cg

THE CALIFORNIA OREGON POWER COMPANY

IN REPLY PLEASE REFER
TO OUR FILE NUMBER

MEDFORD, OREGON

April [illegible], 19[illegible]

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Department,
Salem, Oregon.

Dear Mr. Baldock:

We have reviewed your letter of March [illegible], 19[illegible], and Exhibits A and B attached thereto, in which you propose to reduce our billing for the relocation of portions of our Line 12 along U.S. 99 by $12,197.41. We accept the disallowance of $57.98 on Work Order 4733, resulting in a corrected net billing of $39,676.72. We cannot agree, however, that the further reduction of our billing to $27,537.29, as you propose, is proper.

We agree in principle with paragraphs 1 and 2 of the cost distribution formula stated on the first page of your letter, though we believe that paragraph 2 was incorrectly applied in the calculations on your Exhibit B. Paragraph 3 of your formula, however, reflects a novel, and in our opinion, an inequitable approach to the cost distribution problem and bears no relation to the alleged credit deficiency which you apparently seek to correct.

According to the second paragraph of your letter, it is your view that our billing did not give proper credit to the State of Oregon "for betterment and/or improved facilities resulting from the relocation." Under paragraph 3 of your formula, you take credit for depreciation accrued by the Company on the replaced property as though it had been accrued on the replacement property. In our calculation, we allowed the State a credit for depreciation actually accrued on our books on the replaced property. Since the depreciation credit is the principal difference between your calculation and ours, we assume that by it you intended to take what you consider to be "proper credit" for betterments and improvements resulting from the relocation.

We can see no logical relation between the credit deficiency of which you complain and the depreciation credit which you propose. While, as appears below, no improvement to our system resulted from the relocation, even assuming the contrary, we fail to see how the value of any improvement or betterment could be measured by the difference between the depreciation credit which you propose and the one allowed in our calculation. The difference between these two credits arises solely from the effect of inflation upon capital costs and is in no wise related to the existence or extent of any improvement in our facilities resulting from the relocation. Therefore, assuming the existence of any improvement for which the State should properly be given credit, it is obvious that the reproduction cost depreciation credit which you propose could not properly give that credit.

Further, we cannot agree that the relocation of our Line 12 constituted any betterment or improvement of our facilities. The relocation did not involve a continuous section of the line, but consisted of the placement of higher poles over two short sections and higher poles and new alignment over three other sections. These small sections of new line and higher poles neither improve the operating efficiency nor increase the capacity of the line. The new sections are comparable to replacing links in an old chain.

The only possible benefit to the Company of the relocation arises from the theoretically longer life of the replacement property. Whether or not this is an actual benefit is speculative and cannot now be determined. Based upon past experience, it is entirely possible that by the time the remaining life of the original line has expired, changes in design or operating requirements would render the theoretically longer life of the replacement property of no real benefit to the Company.

Under your proposal, the Company would be required to invest $12,139.43 in facilities which will add nothing to the capacity of its system or otherwise enable it to perform any more or any better service to the public. In effect you would require the Company to bear the full effect of capital cost inflation through expenditures which certainly would not be incurred at this time, and quite possibly would never be incurred, except at the request and for the purposes of the Highway Department. We say that the Company might never be required to incur this expense because (a) no one can predict what price levels will obtain at such future time as the Company would have replaced the facilities involved in the ordinary course of business, and (b) operating conditions may so change before expiration of the lives of the replaced facilities that they would never be replaced. The Company should not be required to assume the risk that the replacement property would ultimately have had to be installed by it, at present day prices.

The Company is entitled to a fair rate of return from its rate payers, upon its investment prudently made. The expenditure of capital funds to replace, at inflated costs, perfectly adequate existing facilities years before such replacement is necessary, might well be considered not a prudent investment which the Company can require its rate payers to support. As a practical matter, the $12,139.43 would be an uncompensated investment by the Company in any event, for its rates cannot be changed to compensate for each individual investment, nor would the investment make possible the delivery of a single kwh which could not have been delivered via the old facilities.

It seems clear to us that it would not be equitable to require either the Company or its rate payers to support an investment required for non-utility purposes, which adds nothing to its ability to serve the public. The depreciation credit to which the State is entitled is that accrued on the Company's books against the replaced property.

We know of no Oregon statutes governing this matter. However, the Company also operates in California, and the California statute providing for compensation to utilities for relocation of facilities for freeway construction is consistent with our position. Among the credits to the highway department specified in Section 705 of the California Streets and Highways Code is the following:

> "(3) If a new facility or portion thereof is constructed to accomplish such removal or relocation, an allowance of an amount bearing the same proportion to the original cost of the displaced facility or portion thereof as the age thereof bears to the normal expected life thereof." (emphasis added)

The provision of the California statute regarding credit to its highway department for betterment resulting from relocation of utility facilities is also of interest. Section 705 (1) of the California Streets and Highways Code provides for a credit:

> "In the amount of any betterment to the utility facility resulting from such removal or relocation, not in excess of the cost of the increased capacity of the facility." (emphasis added)

It will be seen that under that statute, betterment credit is not to exceed the cost of the increased capacity of the facility. Insofar as the relocation of Line 12 between Goshen and the Coast Fork of the Willamette River is concerned, the betterment allowance under this principle would be zero, for no increased capacity has resulted from the relocation.

We believe that we are equitably entitled to reimbursement in the amount of our original billing, adjusted to $39,676.72.

Very truly yours,

F. C. Bash,
Vice President and Treasurer

GDR:E/

RECEIVED
APR 26 1956
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 8, 1954

(CONTRACT NO.) 3792
(EST. NO.) 17-final
(CONTRACTOR) T. W. Thomas

(VOUCHER NO.) 13410
(WARRANT NO.) R-98300
(AMOUNT) $ 16,699.62
(DATE) 7/8/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1953

Time Extensions: to Nov. 14, 1953 without penalty

Completion Date: Nov. 12, 1953

Date Accepted: Dec. 10, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-13-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer

H. B. Glaisyer
Secretary

Warrant Mailed: JUL 13 1954
aaw

[illegible] ON CARD

FOR FILING

HUGH B. COLLINS
ATTORNEY AT LAW
TELEPHONE 2-9034

ONE GOLDY BUILDING
MEDFORD, OREGON

3792
IN REPLYING REFER TO: 1587

June 29, 1954

State Highway Department
Salem, Oregon

Re: Contract 3792 T.W. Thomas

Gentlemen:

In answer to your letter of June 28, 1954, the claim for damages has not been satisfied and an action upon this claim is pending in the Circuit Court for Jackson County. It is my recollection that the case is at issue and ready for trial but the court has not announced a trial date.

Very truly yours,

Hugh B. Collins
HUGH B. COLLINS

HBC/l

RECEIVED
JUL 1 1954
STATE HI

NOTED ON CARD
6-29-54

RECEIVED
FOR FILING

June 28, 1954

Hugh B. Collins,
Attorney at Law
One Goldy Bldg.
Medford, Oregon

Dear Sir:

Our records show a claim filed by you on behalf of West Coast Fast Freight,Inc. against T. W. Thomas in connection with State Highway Contract No. 3792, for grading and paving on the Medford-County Farm Section of the Pacific Highway in Jackson County. This claim was for damage in the sum of not less than $3,955.42.

Please notify this office at your earliest convenience as to whether or not this claim has been satisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
FOR FILING

Mrs Lewis

June 28, 1954

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

State Highway Contract No. 3792 for work performed on the Medford-County Farm Section of the Pacific Highway in Jackson County was completed by the contractor, T. [illegible]. Thomas, on November 12, 1953 and was formally accepted by the Highway Commission on December 10, 1953.

Final payment in the amount of $16,699.62 will be released to the contractor on or after July 8, 1954. The total contract amount is $555,087.74, of which amount $4517.30 represents force account items.

There is a claim filed by the West Coast Fast Freight, Inc. against this project for damage in the amount of $3955.42, of which you have been previously notified. According to our records this claim has not been satisfied.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED

3792

June 24th, 1954

Medford-County Farm Section
Contract #3792

FINAL COST ANALYSIS
Grading and Paving
T. W. Thomas, Contractor
Walter Merrill, Resident Engineer

NOTED
OSCAR J. CUTLER

Pacific Highway
Prefix 15-1027

Item	Unit	Quantity	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All	100%	$5,356.27	$11,500	$ 5,356.27	$ 11,500.00
Removal of Pavement	Sq. Yd.	539.43	2.81	3.00	1,515.80	1,618.29
Removal of Catch Basins	Each	20	38.41	40.00	768.20	800.00
Removal of Manholes	"	3	48.68	50.00	146.05	150.00
Struc. Excav., Unclass.	Cu. Yd.	3,080.64	2.71	3.00	8,356.96	9,261.72
Trench Excav., Unclass.	" "	550.10	1.21	1.50	664.68	825.15
General Excav., Unclass.	" "	89,715.20	0.384	0.46	34,569.09	41,307.68
Short Overhaul	Yd. Sta.	320,244.4	0.015	0.02	5,028.68	6,044.89
Long Overhaul	C-Yd. Sta.	20,557	0.332	0.40	6,827.93	8,222.80
Finish R/B & Slopes	Mile	5.36	617.48	575.00	3,309.74	3,082.00
8" Sewer Pipe	Lin. Ft.	216	1.17	1.40	254.11	302.40
12" " "	" "	504	1.61	1.90	815.65	957.60
18" " "	" "	1,323	2.98	3.10	3,944.57	4,101.30
6" Perf. Metal Drain Pipe (Coated)	" "	1,250	1.97	2.10	2,471.24	2,625.00
3/4"-0" Material in Backfill	Cu. Yd.	224	4.97	5.00	1,115.46	1,120.00
12" Concrete Pipe	Lin. Ft.	7,987	1.34	2.00	10,693.27	15,974.00
18" " "	" "	1,206	3.19	3.30	3,850.13	3,979.80
24" " "	" "	93	5.62	6.50	524.66	604.50
30" Corr. Metal Pipe	" "	340	10.03	10.50	3,410.21	3,570.00
42" " " "	" "	72	13.97	15.00	1,005.85	1,080.00
60" " " "	" "	20	29.35	30.00	587.81	600.00
43" Arch Type Corr. Metal Pipe	" "	37	16.95	20.00	627.17	740.00

NOTED

Item	Unit	Quantity	Unit Cost	Unit Bid	Total Cost	Gross Revenue
72" Arch Type Corr. Metal Pipe	Lin. Ft.	200	$28.65	$29.00	$ 5,731.74	$ 5,800.00
12" Concrete Siphon Pipe	" "	652	2.52	2.65	1,648.23	1,727.80
18" " " "	" "	144	3.41	3.80	491.04	547.20
Concrete Siphon Boxes	Cu. Yd.	7.87	67.14	75.00	528.40	588.00
6" Concrete Drain Pipe	Lin. Ft.	48	1.79	2.00	86.02	96.00
Salvage Culvert Pipe	" "	719	1.32	1.50	949.09	1,078.50
Extra for Installing Pipe Under Pavement	" "	1,011.5	4.68	5.00	4,737.46	5,057.50
Concrete Catch Basins	Each	26	83.73	90.00	2,177.14	2,340.00
Special Concrete Catch Basins	"	13	138.81	150.00	1,804.55	1,950.00
Concrete Manholes	"	7	172.28	220.00	1,205.96	1,540.00
Class "A" Concrete Box Culverts	Cu. Yd.	305.777	69.96	75.00	21,392.16	22,933.28
Metal Reinforcement in Box	Lb.	46,060.79	0.10	0.135	4,622.55	6,218.21
Metal Guard Rail	Lin. Ft.	38	4.68	5.00	177.86	190.00
Concrete Curbs & Gutters	Cu. Yd.	365.677	47.92	50.00	17,524.95	18,283.85
3/4" x 18" Dowel Bars	Each	299	0.57	1.00	171.19	299.00
1¼" Electric Conduit	Lin. Ft.	563	1.28	1.50	721.40	844.50
Selected Roadbed Topping	Cu. Yd.	63,700	0.48	0.50	31,190.24	31,850.00
Hauling Selected Roadbed Topping	Yd. Mi.	98,927.5	0.18	0.20	17,832.00	19,785.50
*3/4"-0" Leveling Course	Cu. Yd.	12,305	2.33	3.00	28,654.13	36,915.00
Sprinkling	M/Gal.	5,169.5	2.09	2.50	10,846.42	12,923.75
*Preparation of Base	Mile	4.74	751.70	300.00	3,563.09	1,422.00
*3/4"-0" Material in Binder Course	Cu. Yd.	1,270	3.06	4.00	3,894.38	5,080.00
*RC-3 Asphalt in Binder Course	Ton	155.38	42.32	50.00	6,576.33	7,769.00
*Class "A" Asphaltic Concrete	"	31,276.325	5.10	6.40	159,581.17	200,168.48

Item	Unit	Quantity	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*Asphaltic Concrete Traffic Markers	Lin. Ft.	730.2	$0.34	$1.00	$ 250.54	$ 730.20
3/4"-½" Material in Stockpile	Cu. Yd.	841.27	2.50	3.00	2,103.10	2,523.81
½"-¼" Material in Stockpile	" "	811.22	2.50	3.00	2,028.05	2,433.66
¼"-#10 Material in Stockpile	" "	404.14	2.50	3.00	1,010.37	1,212.42
Concrete Islands	" "	316.519	41.86	48.00	13,249.32	15,192.91
PA #1, 6" Perf. Conc. Drain Pipe	Lin. Ft.	261	1.10	1.22	289.46	318.42
PA #2, Furnish & Install 4" Orangeburg Drain Pipe	" "	270	0.68	1.00	184.52	270.00
PA #2, Furnish & Install 4" Drain Tile	" "	191	0.30	0.35	57.29	66.85
PA #3, Reestablish 3/4" Water Pipe	" "	125	0.47	0.60	59.47	75.00
PA #3, Orangeburg Pipe	" "	125	0.68	1.00	85.30	125.00
PA #4, Class "A" Concrete in Piers	Cu. Yd.	6.67	64.02	75.00	420.34	500.25
PA #4, Lumber	M/FBM	2.113	187.42	205.00	396.05	433.17
PA #5, 12" Corr. Metal Pipe	Lin. Ft.	50	3.02	3.25	151.31	162.50
PA #5, Steel Brackets	Each	3	10.22	12.00	30.68	36.00
PA #6, Class "A" Concrete	Cu. Yd.	23.14	65.29	75.00	1,510.78	1,735.50
PA #6, Wood Covers	Each	9	6.91	10.00	62.22	90.00
PA #6, Iron Covers	"	12	10.54	15.00	126.48	180.00
PA #7, Lumber in Place	M/FBM	7.77	301.78	335.00	2,317.86	2,592.90
PA #7, Furnish Untreated Piling	Lin. Ft.	200	0.43	0.75	86.09	150.00
PA #7, Drive Piles	Each	10	54.39	60.00	543.90	600.00
PA #7, Cyclone Fence 3' High	Lin. Ft.	80	1.59	2.00	127.68	160.00
PA #7, Struct. Excav.	Cu. Yd.	6.52	2.71	3.00	17.67	19.56

Item	Unit	Quantity	Unit Cost	Unit Bid	Total Cost	Gross Revenue
PA #8, Construct Joint for Box Culvert Extension	All	100%	$81.84	$100.00	$ 81.84	$ 100.00
PA #9, Gunite in Place	Cu. Yd.	122.67	44.13	48.50	5,414.33	5,949.50
PA #9, Wire Mesh	Sq. Ft.	9,750	0.108	0.12	1,056.17	1,170.00
PA #10, Cyclone Fence	Lin. Ft.	74	1.66	2.30	122.92	170.20
PA #11, Lumber in Place	M/FBM	14.6	198.88	250.00	2,903.63	3,650.00
PA #11, Class "A" Concrete	Cu. Yd.	7.82	69.96	75.00	547.09	586.50
PA #11, Structural Excav., Unclass.	" "	47.58	2.71	6.70	128.94	318.79
PA #12, 18" Corr. Metal Pipe	Lin. Ft.	30	5.10	5.25	153.22	157.50
PA #13, General Excavation	Cu. Yd.	201.4	0.384	0.50	77.34	100.70
PA #13, Riprap Mat'l. in Place	" "	230.2	0.36	0.50	82.45	115.10
*PA #14, Preparation of Sidewalks	Lin. Ft.	1,447	0.11	0.28	161.38	405.16
*PA #14, Class "B" Asphaltic Concrete	Ton	104.965	9.61	17.25	1,009.20	1,810.65
PA #14, Adjust Catch Basins and Diversion Boxes	Each	8	39.40	40.00	315.51	320.00
PA #15, Fencing	Rod	25.64	3.17	3.75	81.26	96.15
*PA #16, ¼"-#10 Mesh in Stockpile	Cu. Yd.	749.06	2.53	3.10	1,893.04	2,322.09
PA #17, Cement Adj. in Favor of State	Bbl.	45.06		4.10		- 184.75
Force Account					3,845.13	4,517.30
					$464,932.96	$555,087.74

* Work done all or in part by J. C. Compton Co.

	Gross Revenue	Total Cost	Net Profit	% Profit
T. W. Thomas, Contractor	$313,846.41	$271,333.23	$42,513.18	12.66
*J. C. Compton Company	241,241.33	193,599.73	47,641.60	19.74
Total	$555,087.74	$464,932.96	$90,154.78	16.24

Detail of T. W. Thomas' Costs

Labor & Supervision:

Labor	$91,834.17	
Labor Insurance	5,476.54	$ 97,310.71

Materials:

Barb Wire				$ 80.20
Metal Reinforcement	47,477	Lb.	at $7.74 per 100	3,674.94
Metal Guard Rail	40	Lin. Ft.	at $3.90	142.50
Dowel Pins	299	Each	" 0.30	89.70
Lumber	24.483	M/FBM	at 162.79	3,985.62
1¼" Elec. Conduit	563	Lin. Ft.	at 0.45	253.35
Fence Posts	154	Each	" 0.502	77.37
Cyclone Fencing	500	Lin. Ft.	" 1.02	510.24
Piling	211	" "	" 0.40	84.40
Catch Basins	20	Each	" 18.50)	777.74
	19	"	" 21.46)	
Manholes	5	Each	" 30.00)	219.60
	2	"	" 34.80)	
8" Concrete Sewer	216	Lin. Ft.	" 0.40	86.40
12" " "	504	" "	" 0.65	327.60
18" " "	1,323	" "	" 1.65	2,182.95
6" Perf. Metal Drain Pipe	1,260	" "	" 1.06	1,325.00
Bands	60	Each	" 1.06	63.60
12" Concrete Pipe	7,987	Lin. Ft.	" 0.80	6,389.60
18" " "	1,206	" "	" 1.78	2,146.68
24" " "	93	" "	" 2.25	209.25
30" Corr. Metal Pipe	340	" "	" 5.56	1,890.40
Bands	14	Each	" 6.49	2,146.68
42" Corr. Metal Pipe	72	Lin. Ft.	" 10.19	733.68
Bands	3	Each	" 9.83	29.49
60" Corr. Metal Pipe	20	Lin. Ft.	" 19.44	388.80
Bands	2	Each	" 34.43	68.86
72" Arch Type Corr. Metal Pipe	200	Lin. Ft.	" 20.74	4,148.00
Bands	10	Each	" 40.17	401.70
12" Galv. Corr. Pipe	50	Lin. Ft.	" 2.10	105.00
Bands	3	Each	" 2.67	8.01
18" Galv. Corr. Pipe	30	Lin. Ft.	" 3.01	90.30
Bands	1	Each	" 4.54	4.54
43" Dipped Arch Type Pipe	37	Lin. Ft.	" 9.15	338.55
Bands	1	Each	" 9.22	9.22
12" Concrete Siphon Pipe	652	Lin. Ft.	" 0.80	521.60
18" " " "	144	" "	" 1.78	256.32
6" Concrete Drain	48	" "	" 1.10	52.80
6" " " Perf.	261	" "	" 0.22	57.42
Orangeburg Pipe	395	" "	" 0.41	161.95
4" Drain Tile	191	" "	" 0.11	21.01
Steel Brackets	3	Each	" 8.00	24.00
Wood Covers	9	"	" 5.00	45.00
Iron "	12	"	" 9.00	108.00
Concrete Cones	3	"	" 10.00	30.00

Materials (Cont'd):

3/8"-0" Backfill Mat'l.	224	Cu. Yd.	at $2.35	$ 526.40	
Concrete	1,089.443	" "	" 14.25	15,524.56	
Sand	138	" "	" 3.10	427.80	
Cement	865	Sacks	" 1.17	1,012.05	
Wire Mesh	All			975.00	
Cement Mortar for Pipe	"			75.00	
Rock Purchased:					
3/4"-½"	841.27	Cu. Yd.	" 2.50	2,103.18	
½"-¼"	811.22	" "	" 2.50	2,028.05	
¼"-#10	404.14	" "	" 2.50	1,010.37	
Asphaltic Concrete	78.88	Tons	" 9.79	772.24	
3/4" Galv. Water Pipe	52	Lin. Ft.	" 16.67 per 100	9.02	
Misc. Bolts, Nuts Etc.				41.81	
					$ 56,717.73

Equipment Rentals, Supplies and Miscellaneous:

Equipment Rental (Own)	$25,590.00	
" " (Hired)	47,736.28	
Gas, Oil and Grease	11,220.00	
Bond	4,037.91	
Insurance	3,000.00	
Freight	1,499.95	
P.U.C.	172.83	
Misc. Expense	1,350.00	
Home Office and General Overhead	13,651.18	
		108,258.15
Paid for Hauling Water		9,046.60
Paid to J. C. Compton		193,599.73
Total Cost		$464,932.96

Detail of J. C. Compton's Costs
Contract No. 3792

Labor:			
Labor		$60,768.13	
Labor Insurance		3,894.53	
			$ 64,662.66
Materials:			
RC-3 Asphalt	155.38 Tons at $14.35	$ 2,229.70	
85-100 Asphalt	1,629.60 " " 11.75)	20,892.23	
	87.88 " " 19.85)		
Freight on Asphalt		22,708.09	
Fuel Oil		2,703.04	
Freight on Fuel Oil		2,255.15	
Muck Sand	921 Cu. Yd. at $0.99	914.45	
A.C. Mix Purchased		280.60	
Rock Purchased	1,043.5 Cu. Yd. at 2.30	2,400.05	
			54,383.31
Equipment Rentals, Supplies and Miscellaneous Expenses:			
Equipment Rent (Hired)		$ 5,410.95	
" " (Owned)		43,377.40	
Gas, Oil and Grease		13,361.17	
P.U.C. Fees		520.77	
Bond		1,782.11	
Blanket Insurance		1,230.51	
Freight		2,376.91	
Royalty on Rock		114.00	
Small Tools & Misc.		1,468.68	
Home Office & General Overhead		4,911.26	
			74,312.12
Total Cost			$193,599.73

Work Done by J. C. Compton

Item	Unit	Quantity	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Preparation of Base	Mile	4.74	$751.70	$300.00	$ 3,563.09	$ 1,422.00
3/4"-0" Material in Binder Course	Cu. Yd.	1,270	2.91	4.00	3,894.38	5,080.00
RC-3 Asphalt in Binder	Ton	155.38	42.45	50.00	6,576.33	7,769.00
Class "B" Asphalt	"	31,276.325	5.10	6.40	159,581.17	200,168.48
Asphaltic Traffic Markers	Lin. Ft.	730.2	0.34	1.00	250.54	730.20
PA #14, Preparation of Sidewalks	" "	1,447	0.11	0.28	161.38	405.16
PA #14, Class "B" Asphaltic Concrete	Ton	104.965	9.61	17.25	1,009.20	1,810.65
PA #16, ¼"-#10 Mesh Material in Stockpile	Cu. Yd.	749.06	2.53	3.10	1,893.34	2,322.09
Material Sold to T. W. Thomas, Contractor						
3/4"-0" Leveling Mat'l.	Cu. Yd.	12,305	1.35	1.75	16,670.30	21,533.75
					$193,599.73	$241,241.33

Gross Revenue	$241,241.33
Total Cost	193,599.73
Net Profit	$ 47,641.60

Net Profit Equals 19.74% of Gross Revenue

Breakdown of Crushing Costs

	Unit	Quantity	Cost	Unit Cost
Move In & Set Up	Cu. Yd.	37,468	$2,810.87	$0.074
Stripping	" "	"	2,816.19	0.074
Load	" "	"	5,978.02	0.159
Haul & Feed Crusher	" "	"	7,891.94	0.210
Crushing	" "	"	23,258.05	0.620
Haul & Stockpile Rejects	" "	"	1,350.91	0.040
Haul to Stockpile	" "	"	5,255.64	0.140
Stockpile	" "	"	1,398.47	0.037
	Cu. Yd.	37,468	$50,760.09	$1.354

Crushing Hours = 409

Average Crush per Hour = $\frac{37,468}{409}$ = 92 Cubic Yards

Breakdown of Paving Cost

	Unit	Quantity	Cost	Unit Cost
Move In & Set Up	Ton	31,276	$ 8,106.26	$0.259
Aggregate	"	"	38,093.08	1.218
Asphalt	"	"	22,955.65	0.734
Freight on Asphalt	"	"	22,544.69	0.721
Fuel Oil	"	"	2,970.00	0.095
Freight on Fuel Oil	"	"	2,477.88	0.079
Load, Haul and Feed Plant	"	"	5,445.76	0.174
Mix	"	"	26,298.52	0.840
Haul to Street	"	"	15,359.77	0.491
Street Work	"	"	13,592.09	0.434
Traffic	"	"	1,737.47	0.055
*Total	Ton	31,276	$159,581.17	$5.10

* Does not include asphaltic concrete in sidewalks or traffic markers.

Total Plant Time	281 Hours
Down Time	33 "
Net Operating Time	248 Hours

Average Tons Produced per Hour = $\frac{31,276}{248}$ = 126 Tons

Remarks:

This was a "Regular Federal Aid Project" located on the Pacific Highway in Jackson County, the south end of the project being approximately 1.4 miles south of First Street in the city of Phoenix and the north end approximately 0.06 mile north of the intersection of the Pacific Highway with Central Avenue in the city of Medford. The overall length of the project was 5.36 miles.

The work to be done under this contract consisted of the construction of 5.36 miles of highway roadbed, the construction of 5.36 miles of roadbed topping, the construction of 5.36 miles of rock and gravel leveling course and shoulders, the construction of 5.36 miles of asphaltic concrete pavement, the construction of reinforced concrete box culverts and box culvert extensions, the furnishing of approximately 2,000 cubic yards of crushed materials in stockpiles and other additional work called for in the plans and specifications.

The contract was bid on the 11th day of July, 1952, and awarded to T. W. Thomas, contractor, on July 15th, 1952. The contractor began work on the project on August 28th, 1952, and completed the project on November 12th, 1953.

The contractor started clearing on August 28th, 1952, and completed the clearing on November 22nd, 1952. The clearing was accomplished by using a Caterpillar D-8 tractor with a bulldozer blade, a flatbed truck, a power saw and a varying number of men averaging from 2 to 10 per day. The clearing was spotty, and a large portion had to be done entirely with hand labor, especially the removal of trees along the highway.

The grading was accomplished by using a Caterpillar D-8 tractor with dozer blade, an A.C. 9 tractor with 2 cubic yard loader, a TD 14 tractor with dozer blade, two 9 cubic yard turnapulls, four trucks and a power grader. A small amount of the grading was done during the fall of 1952. During the period from November 21st, 1952, to about March 13th, 1953, practically no grading was done. The grading was completed on July 10th, 1953. Although the contractor was hampered by a large amount of traffic, he made a good profit on the grading items.

During the winter period the contractor was able to place most of the pipe to be installed on the project. This work was accomplished by using a 3/4 cubic yard dragline, a ½ cubic yard back hoe, a 105 compressor and a crew of from 5 to 8 men.

The course material in the base was obtained from the state-designated bar located in Bear Creek easterly of the highway at Station 362+00 known locally as the Furry bar. The material was loaded with a 3/4 cubic yard shovel with a dragline attachment and bucket into hired trucks and hauled to the road, where it was processed by using a 99H Austin-Western power grader, a D-8 Caterpillar tractor with bulldozer attachment and a 10-ton, 3-leg roller. Progress on this work was slow due to having to place the material as the excavation progressed and having very heavy traffic during the placing of the material. A small profit was made on this phase of the work.

The J. C. Compton Company moved in a three-crusher crushing plant on September 2nd, 1952, and set up on the state-designated bar located in Bear Creek approximately 0.3 mile east of the highway at Station 467. This bar is known locally as the Heikamp bar. The crushing plant was fed by using a 3/4 cubic yard shovel and three 5 cubic yard trucks. The material was hauled to stockpiles with two 5 cubic yard trucks and stockpiled with a D-8 Caterpillar tractor with bulldozer blade. The contractor started crushing on September 2nd, 1952, and completed the crushing on October 27th, 1952, averaging 96 cubic yards per hour.

The paving contractor, also J. C. Compton, moved in his continuous mix plant on September 3rd, 1953, and commenced paving on September 27th, 1953. He completed the paving October 27th, 1953. The mixing plant was fed by a D-8 Caterpillar tractor with bulldozer blade. The street work was accomplished by using a Barber-Greene paver, a 2-wheel tandem roller, a 3-wheel tandem roller, a #12 power grader, seven 5 cubic yard trucks and other necessary equipment.

The subcontractor shows an extra high cost on the preparation of base because the prime contractor did not have the grade ready for him, and he received nothing for the extra work he had to do.

The prime contractor, having good bid prices and low overhead, made a high profit.

The subcontractor had very good supervision and good equipment and by obtaining high production made an excellent profit.

Oscar Cutler
Chief Cost Analyst

By . . F. W. Sugnet

RECEIVED
MAY 19 1954
FOR FILING

Salem, Oregon
May 17, 1954

Mr. W. C. Williams

Liability Insurance
Medford Irrigation District
Medford-County Farm Section
of the Pacific Highway

Herewith basic information relating to the assignment that the Commission made at the last meeting.

R. H. Baldock

RHB:hl

Attach.

FORM E-123 50M REVISED 3-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

May 14, 1954

Mr. Baldock

Mr. Charles H. Reynolds
State Highway Commissioner
P. O. Box 898
LaGrande, Oregon

Re: Liability Insurance
Medford Irrigation District
Medford-County Farm Section
of the Pacific Highway

Dear Mr. Reynolds:

Item 2 n on the Commission's agenda at the meeting held May 11 and 12 pertained to the matter of providing insurance in favor of the Medford Irrigation District to protect against liability arising from the relocation and construction of an irrigation ditch in connection with the construction of the Medford-County Farm Section of the Pacific Highway, which obligation the State undertook pursuant to the agreement entered into between the Commission and the Medford Irrigation District dated January 22, 1953.

Facilities of the Medford Irrigation District were encountered in several areas in the improvement of the Medford-County Farm Section of the Pacific Highway, which facilities were located upon properties owned by numerous persons and on which properties the Irrigation District had the right to construct and maintain irrigation facilities by reason of easements or permits. In light of the circumstances wherein the Irrigation District's facilities interferred with the proposed highway construction, and the highway improvement required the relocation, reconstruction and modification of such irrigation facilities, it was not practical to attempt to negotiate a settlement with the Irrigation District independently with respect to each of the several property acquisitions, and, in so far as the individual property owner's interest was concerned, such interests were acquired subject to the rights of the Irrigation District; and we then negotiated with the Irrigation District with respect to the acquisition of the District's interest in all of these properties, and with respect to the engineering features involved in the reconstruction, relocation and modification of the District's facilities, by a single negotiation, the results of which are contained in the agreement entered into between the State and the District dated January 22, 1953, a copy of which agreement is enclosed herewith for your information.

These negotiations were quite involved inasmuch as numerous land acquisition, legal and engineering problems were present, and Mr. Thomas Reeder of this office made several trips to Medford to participate in meetings with representatives of the District and our engineering department to effect a mutual understanding and to arrive at the agreement ultimately entered into. In these informal conferences at Medford the engineering matters, I understand, were handled at the local level by Mr. [illegible] F. Merrill, Resident Engineer for the Highway Department, and our file discloses that Mr. Merrill kept Mr. Tom Edwards, Division Engineer, advised and he in turn advised Mr. H. G. Smith, the Construction Engineer.

In the early stages of our negotiations with the District, the District's representatives apprised us of their fear of possible sliding and cave-ins that might result from the relocation by the State of the District's irrigation ditch between Highway center line Stations 287+10 and 294+60, the same being adjacent to the John C. Kesler property, the acquisition of which property was then involved in a condemnation proceeding and which case has subsequently been tried and judgment entered. The highway improvement required the relocation of the channel of the irrigation ditch westerly of its old location a distance varying from approximately ten feet to approximately 35 feet, with such relocation bringing the ditch to within approximately 30 feet of the Keslers' home and apparently creating alarm in the minds' of the District's representatives, based upon similar difficulties encountered elsewhere, that sliding or cave-in might result from the relocation of the ditch until such time as the new channel had become completely stabilized. Enclosed herewith for your information is a print showing the old and relocated channel of the irrigation ditch in relationship to the property being acquired from the Keslers and the Keslers' remaining property, and also four photographs showing the ditch as it existed prior to its relocation across the Kesler property, and a copy of the plans for improvement of the Medford County Farm Section of the Pacific Highway.

During the course of these negotiations the Irrigation District demanded that a provision be included in the agreement whereby the State would undertake the obligation to save the District harmless from any and all damages it may suffer from sliding or cave-in of adjacent property lying between the aforementioned highway engineer stations. We pointed out to the District that the Highway Commission did not have lawful authority to enter into such an indemnity agreement, and, in lieu of this indemnity obligation to be undertaken by the State, it was provided in paragraph 20 of the agreement that the State should pay to the District the cost of whatever additional premium is found to be necessary on the District's blanket liability insurance policy to protect the District against liability to third parties which might arise out of its ownership of the irrigation facilities and its operation of the same with respect to that section of irrigation ditch to be relocated and constructed by the Highway Department between Highway engineer's center line Stations 287+10 and 294+60, with the State to have the right, if it should so elect, in lieu of paying the additional premium for this additional coverage under the blanket liability policy of the District, to secure the same type of insurance coverage elsewhere to cover the Irrigation District in the amount of $25,000, with such insurance obligation to be for a period of ten years.

This matter of providing insurance to cover the additional risk being undertaken by the District was a matter of compromise between the District and the State after many conferences and much correspondence, and as a final effort toward settlement of this matter without the necessity of condemnation so as to make possible the awarding of the contract by the Commission. Needless to say an attempt to condemn the District's interest in the several properties involved would have resulted in a most complex condemnation proceeding and the damages could have been substantial, inasmuch as the District could have attempted to recover all types of damages with respect to its loss of facilities, the cost of reconstructing substitute facilities and the resultant damages upon the District and its entire irrigation system by reason of its failure to provide services for its customers, which service would probably have been substantially interrupted without an agreement entered into between the Commission and the District.

Enclosed herewith is a copy of a letter dated May 4, 1954 from Mr. Phillip B. Lowry with respect to the District's request that the State pay the premium of $200.00, plus taxes and fees, for providing the additional insurance coverage by endorsement to the District's present blanket liability policy, or, in lieu thereof, for the Commission to acquire similar coverage elsewhere in favor of the District.

The sole question to be determined is whether or not similar coverage by a separate policy could be secured elsewhere at less cost than the premium cost of the endorsement to the District's present policy. A copy of this letter is being given to Mr. Baldock so that he may arrange to have made whatever engineering study he deems desirable to provide information of engineering matters with respect to the probability of slides or cave-ins for the use and information of the insurance company that ultimately provides this insurance coverage if it wishes to avail itself of such information.

I am this date writing to Mr. Lowry to inform him that the matter is presently under study to determine whether or not the Commission will pay the premium necessary for the endorsement upon the District's present blanket liability policy or whether the Commission will avail itself of the right to secure similar coverage elsewhere. In this connection I am asking Mr. Lowry to provide us with a copy of the blanket liability insurance policy which the District now has so that we may determine to what extent additional coverage is necessary over and above this blanket policy with respect to the additional risk contemplated in the agreement between the State and the District.

If you think it desirable to obtain price quotations from other agents with respect to the additional coverage required, I am sure Mr. Baldock will be glad to arrange for someone from the Division Office in Roseburg to meet with the agent, examine the property and discuss the factual and engineering matters relating to the possible risk of slide or cave-in, which type of

Mr. Charles H. Reynolds
State Highway Commissioner
May 12, 1954
Page 2

risk I understand is the principal hazard requiring the additional insurance coverage. I will await your advice before taking any further action in this matter.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:PK
Enc.

cc R. H. Baldock
H. B. Glaisyer
E. L. May, Jr.

FORM E-123 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

May 14, 1954

Wolff, Frohnmayer and Lowry
Attorneys at Law
2[illegible] Cooley Theatre Building,
Medford, Oregon.

Re: Liability Insurance
Medford Irrigation District
Medford County Farm Section
of the Pacific Highway

Gentlemen:

Your letter of May 4, 1954 concerning the additional insurance coverage provided for in Paragraph 20 of the agreement entered into between the Highway Commission and the Medford Irrigation District dated January 22, 1953, was referred to this office by Mr. R. H. Baldock, State Highway Engineer, on May 10, 1954, and the matter was submitted to the Highway Commission at its meeting on May 11, 1954. We did not, of course, have an opportunity to secure price quotations from other insurance agents with respect to the additional coverage required prior to the meeting of the Commission, and the Commission referred the matter to Commissioner Charles H. Reynolds for whatever action he deemed appropriate. I have this date made a complete report to Mr. Reynolds of the facts involved so that he may study the same and advise as to whether or not the endorsement to the District's present liability policy should be secured at the premium rate stated in your letter or whether we should attempt to secure the appropriate coverage by a separate policy elsewhere.

To facilitate this determination being made as expeditiously as possible, and so as to make possible a determination by this office, and any insurance company that might be called upon to write this additional insurance, of the extent and nature of the additional coverage required, it is, of course, necessary to know the nature and extent of the coverage now contained in the present blanket liability policy carried by the District. I will appreciate your supplying me with a copy of this policy so that we may accurately determine the extent and nature of the additional risk involved in relationship to the risk presently insured against. Inasmuch as the State's obligation to pay the premium for this additional insurance is for a period of ten years, it is necessary that a thorough and accurate evaluation of the matter be made at this time so that we may determine the most desirable method of providing the additional insurance required. This matter will be handled promptly upon receipt of the copy of the District's present blanket liability policy.

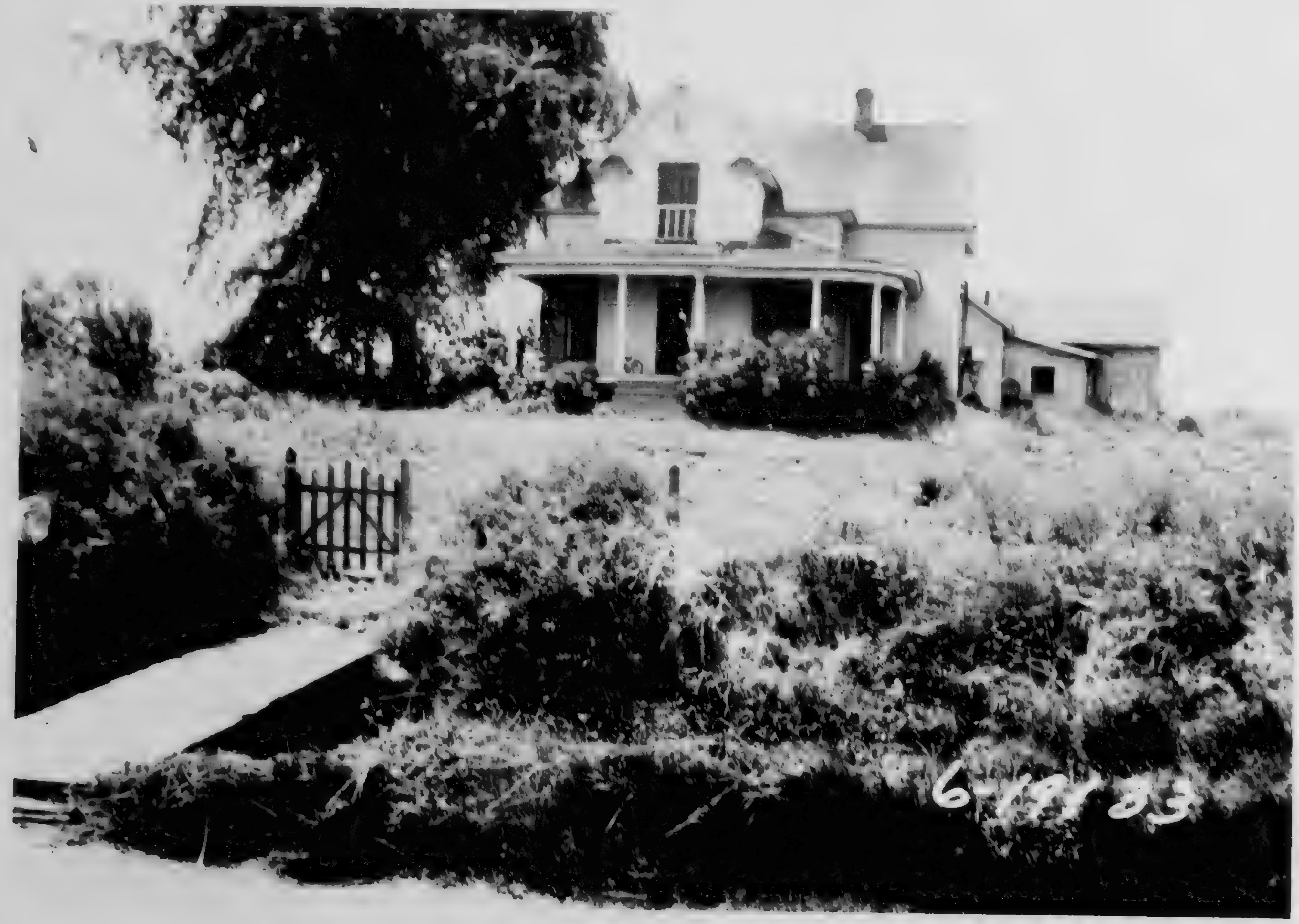
NOTED
State Highway Engineer

Yours very truly,

1954

C. W. ENFIELD
Chief Counsel

CWE:mj
cc - C. H. Reynolds
R. H. Baldock
H. B. Glaisyer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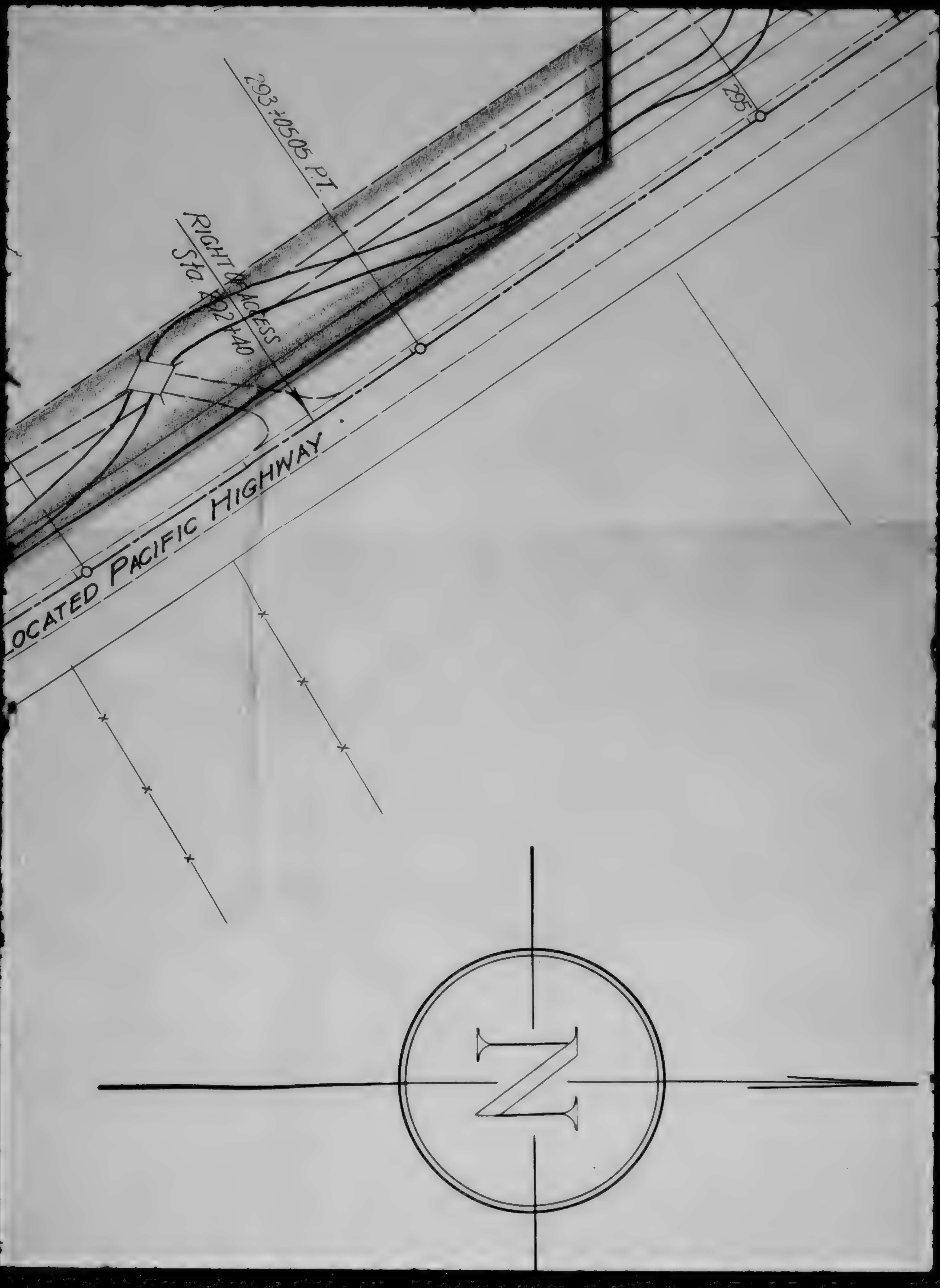
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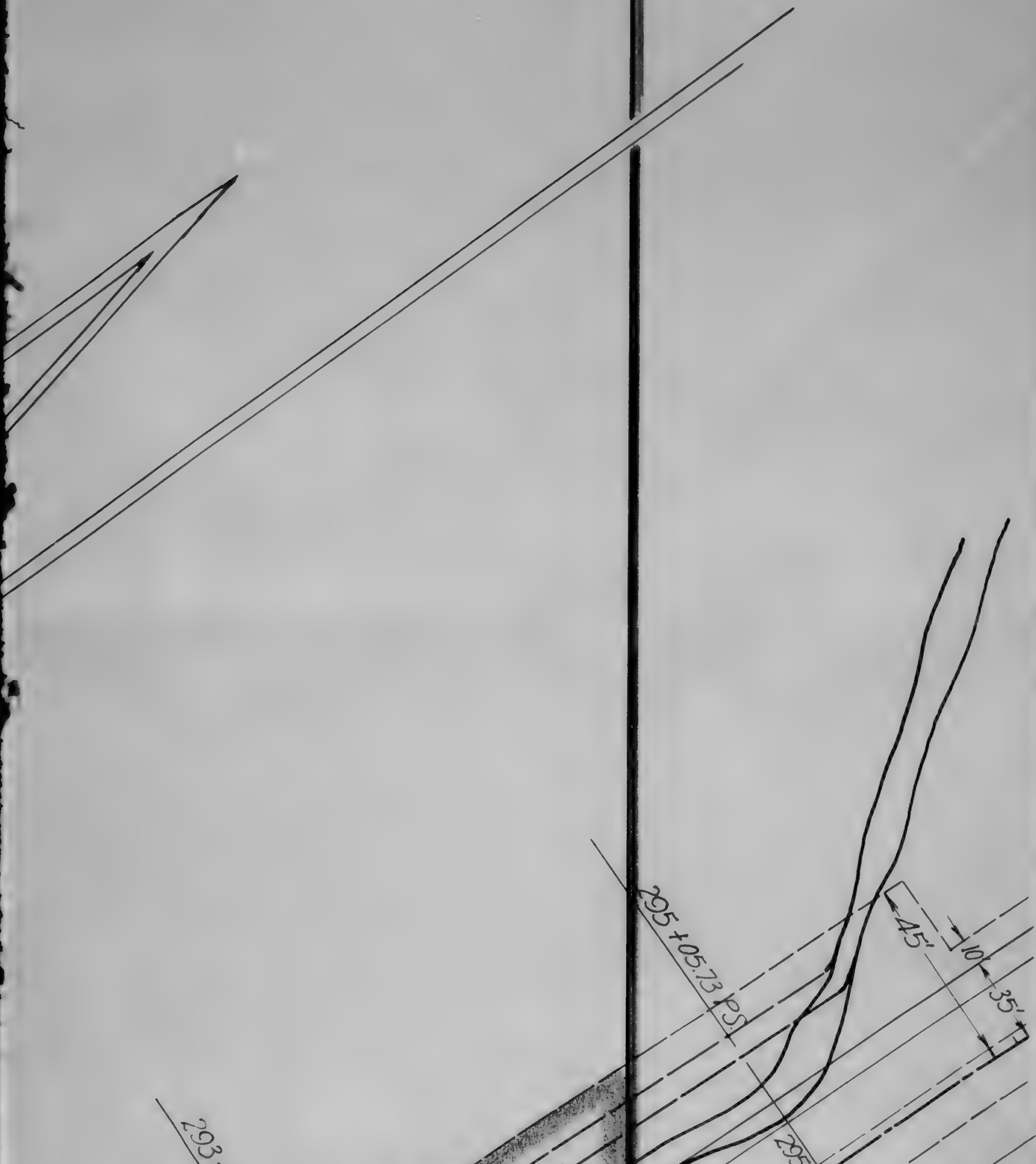
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JOHN C. KESLER
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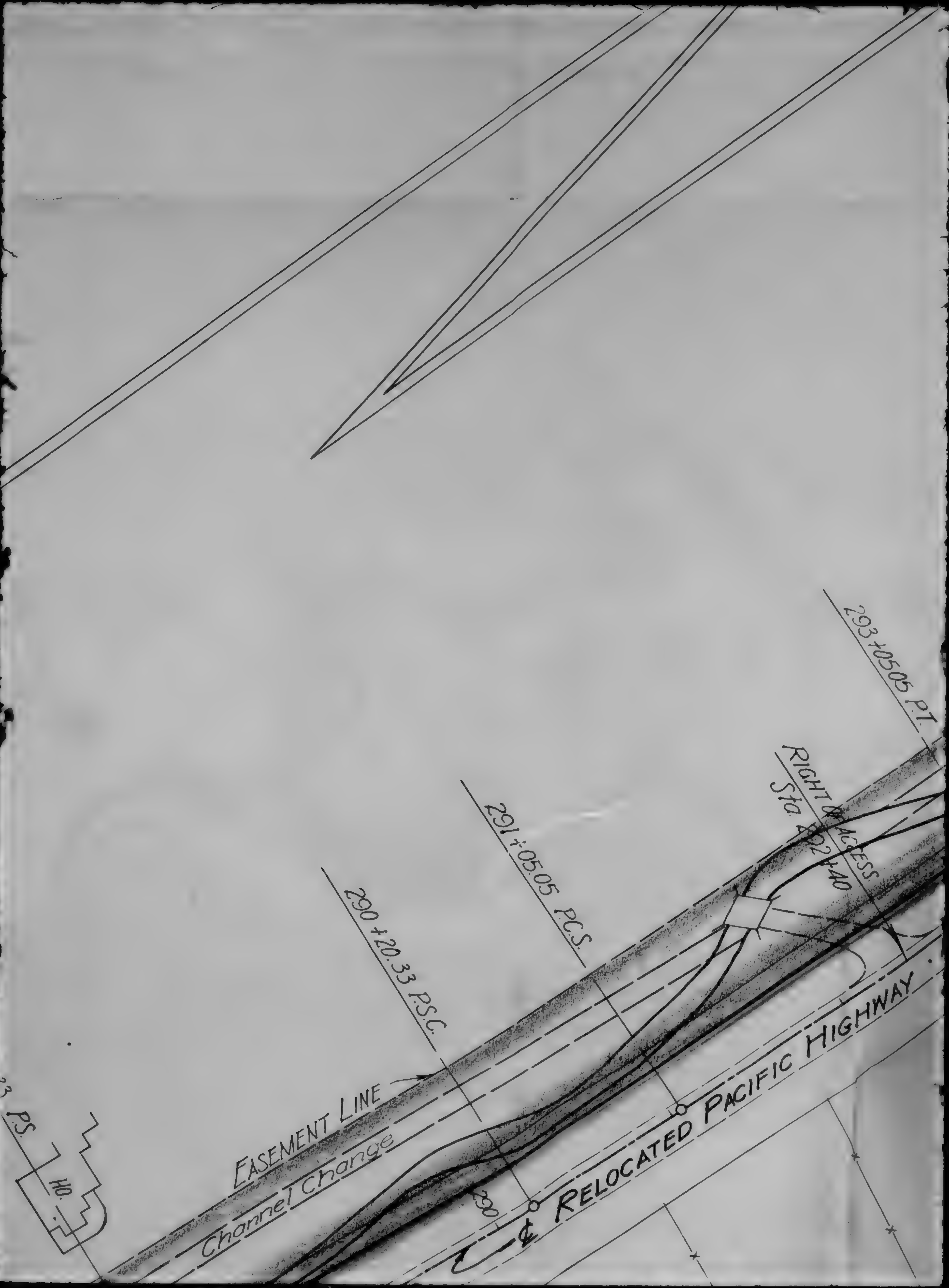
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Channel Change
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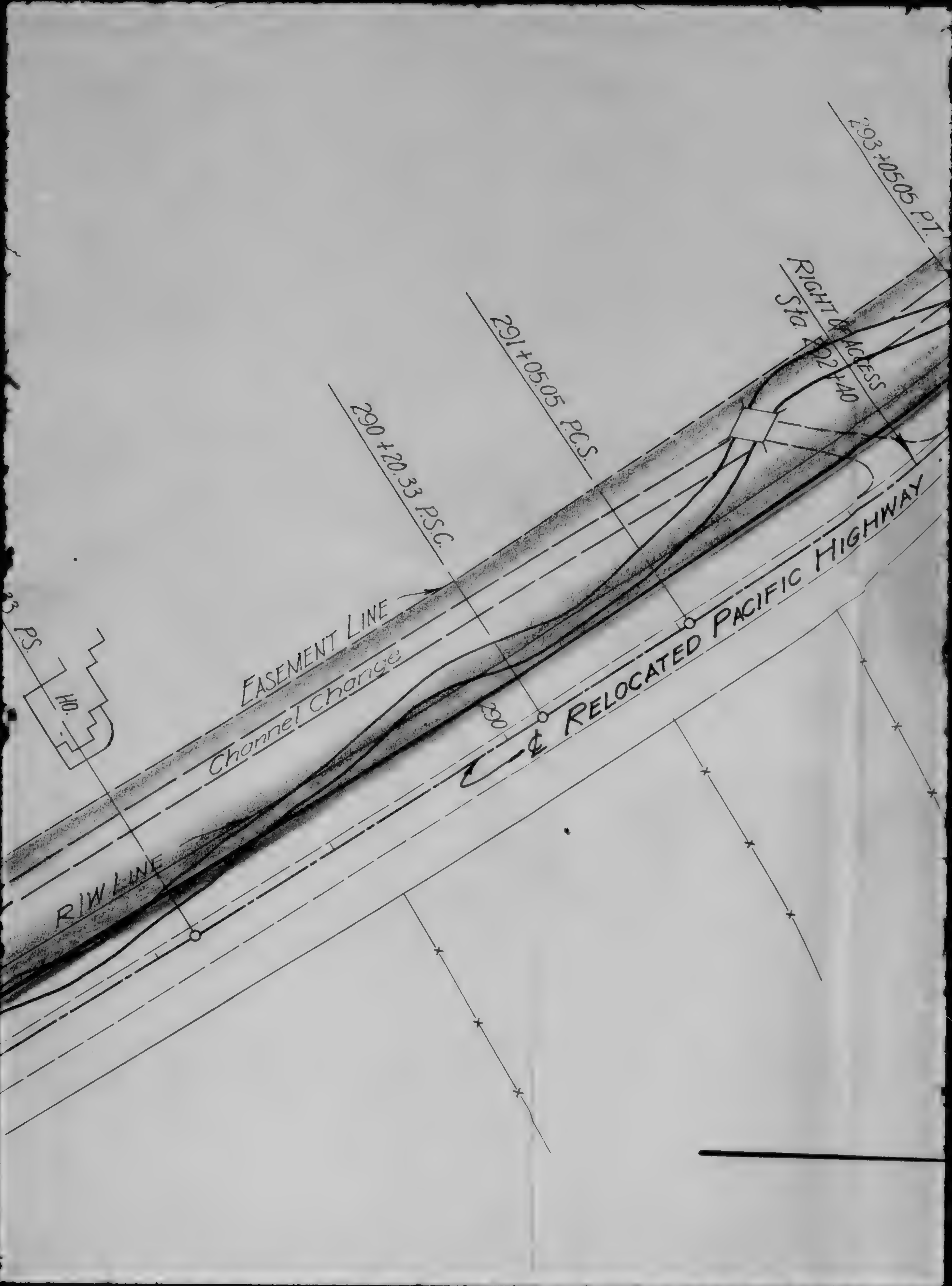
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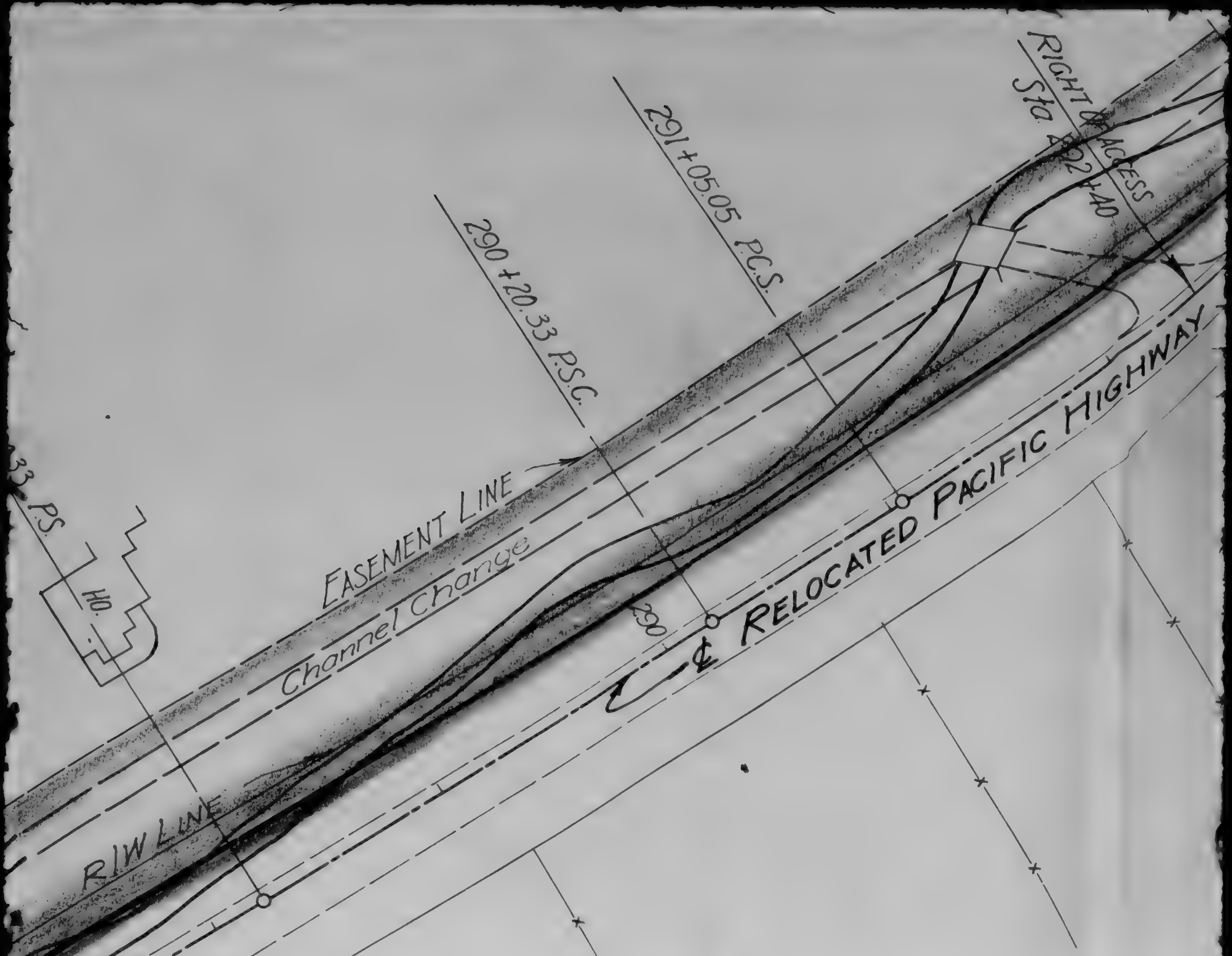
℄ RELOCATED PACIFIC HIGHWAY
R/W LINE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R/W LINE
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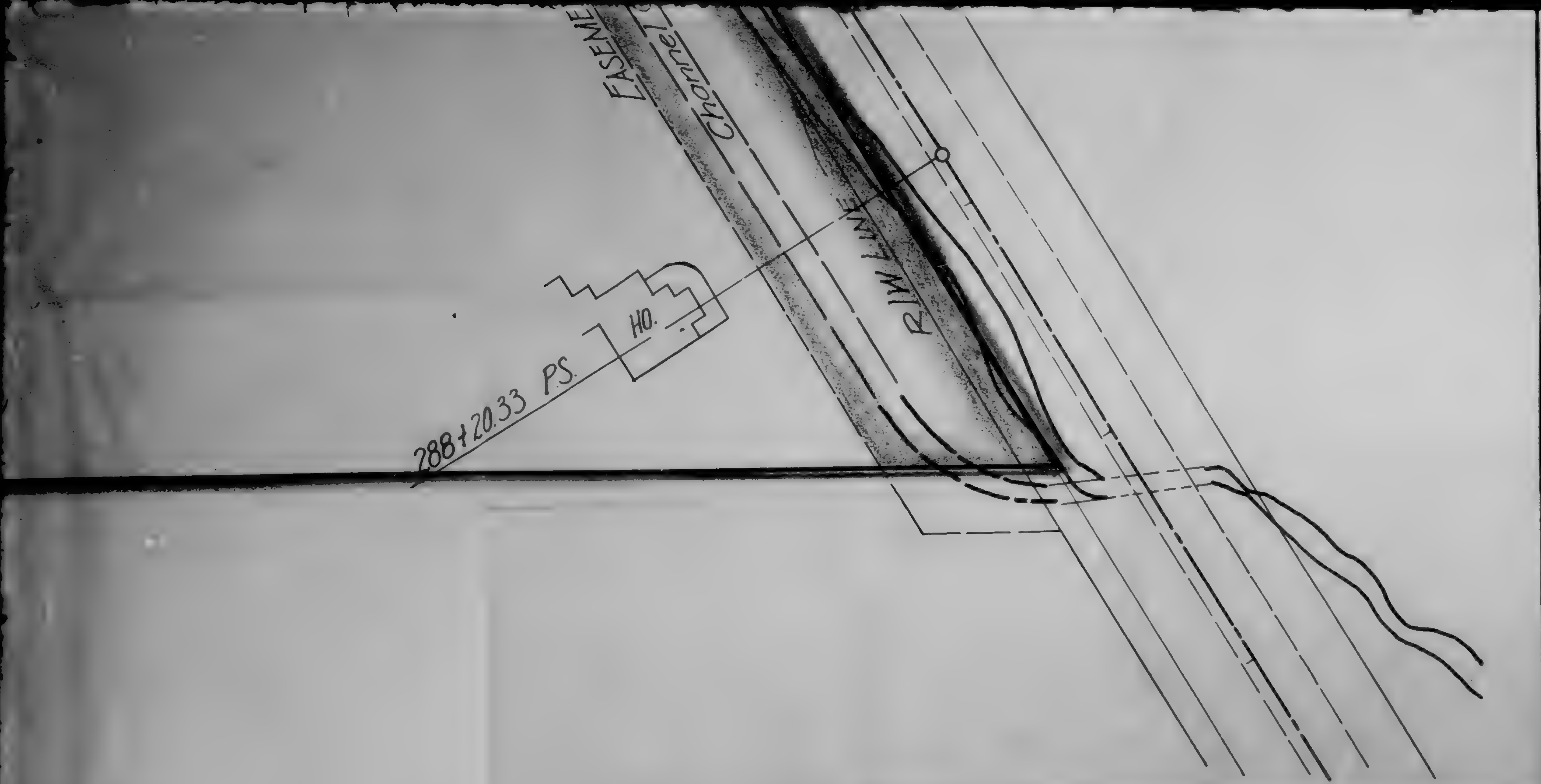
℄ RELOCATED PACIFIC HIGHWAY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288+20.33 P.S.
HO.

LEGEND

Y OF DEFENDANTS

Y TO BE ACQUIRED

HIGHWAY OR ROAD

LINE OF NEW OR RELOCATED HIGHWAY

MENT

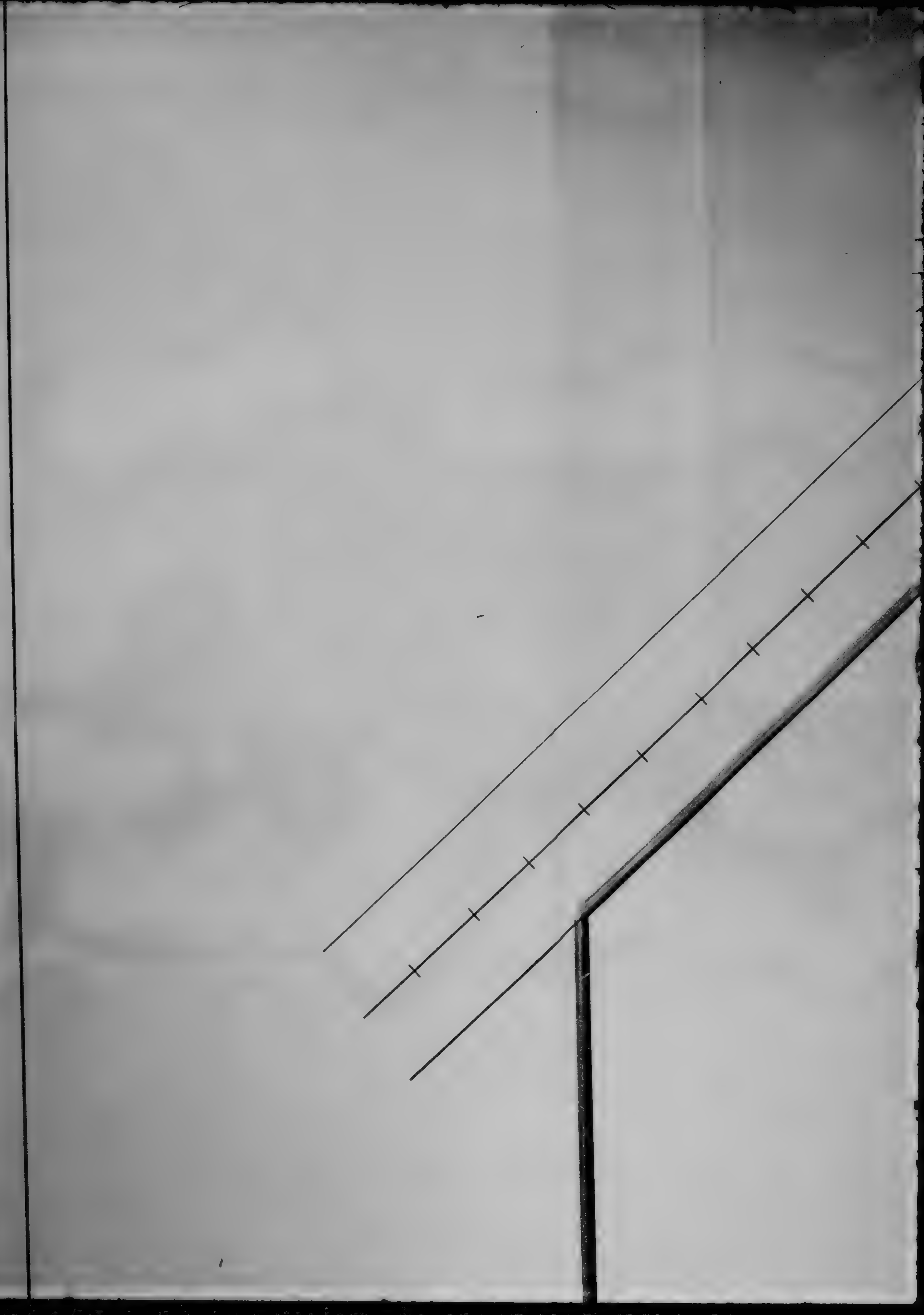
OREGON STATE HIGHWAY COMMISSION		
JOHN C. KESLER		
FOR	RIGHT OF WAY	
HIGHWAY	PACIFIC	
COUNTY	JACKSON	
SCALE: 1" = 50'	DATE:	FILE NO.

2407.25'
288+20.33 P.S.
HO.

LEGEND

▭	PROPERTY OF DEFENDANTS
▨	PROPERTY TO BE ACQUIRED
----	EXISTING HIGHWAY OR ROAD
⌐	BUILDING
┼┼┼┼	RAILROAD
—·—	CENTERLINE OF NEW OR RELOCATED HIGHWAY
■	EASEMENT

2407.25'



AGENDA
MAY 11 1954

2n

FORM 2-30 25M 9-51 28316

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 10, 1954

SUBJECT:

To: Mr. Floyd Query
Assistant Secretary
Office

Dear Mr. Query:

Please place the following matter upon the agenda for the May 11th and 12th meeting of the Highway Commission:

Authorize payment of premium for insurance in favor of Medford Irrigation District to protect against liability arising from construction of irrigation ditch in connection with construction of Medford-County Farm Section of the Pacific Highway pursuant to agreement between the State and Medford Irrigation District dated January 22, 1953.

Yours very truly,

C W Enfield
C. W. ENFIELD
Chief Counsel

CWE:avh

CCR

6846-

May 6, 1954

Neff, Frohnmayer & Lowry
Attorneys at Law
200 Cooley Theater Building
Medford, Oregon

Attention: Mr. Phillip [illegible]. Lowry

Gentlemen:

We have your letter of May 4th concerning the liability of the State Highway Commission for insurance under the terms of an agreement with the Medford Irrigation District dated January 22, 1953.

Your letter is being referred to the State Highway Engineer for investigation and for such further action as is necessary.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

FAQ:md

cc - Mr. R. H. Baldock

PORTER J. NEFF
OTTO J. FROHNMAYER
PHILIP B. LOWRY

ERVIN B. HOGAN

TELEPHONE 2-7117

NEFF, FROHNMAYER & LOWRY
ATTORNEYS AT LAW
200 COOLEY THEATRE BUILDING
MEDFORD, OREGON

May 4, 1954

Oregon State Highway Commission
Salem, Oregon

Re: Medford Irrigation District -
Oregon State Highway Commission
Agreement of January 22, 1953

Gentlemen:

We desire at this time to call to your attention the provisions of section 20 of the above dated agreement, which provides:

> "State shall pay to District the cost of whatever additional premium is found to be necessary, if any there be, on the District's blanket liability insurance policy (which the District keeps in force to protect it against liability to third parties which might arise out of its ownership of the irrigation facilities and its operation of the same), due to the inclusion in said policy of that certain section of irrigation ditch which is to be constructed pursuant to this agreement between highway center line Station 287+10 and highway center line Station 294+60; provided, however, that State shall pay such cost of the said additional premium, if any there be, for a period of ten years, and that the obligation contained in this paragraph shall automatically terminate ten years from the date of this agreement; provided further that if State is not satisfied with the additional cost of the said premium, State shall have the right, in lieu of payment thereof, to secure the same type of insurance coverage elsewhere to cover the said irrigation ditch in the amount of $25,000.00 at its own expense."

In connection with the issuance of the District's current blanket liability policy, we requested Mr. F. M. Gatter of the Brown & White Agency of Medford, Oregon, to go over the situation and advise us with respect to the coverage under our existing policy. Mr. Gatter has advised us that our existing policy does not cover the liability contemplated by paragraph 20 of the agreement and that it will be necessary to secure special coverage to take care of this situation. Mr. Gatter has advised us that Lloyd's are willing to assume this liability under the agreement between the District and the State for a premium of $200.00 annually, plus the usual taxes and fees, which run about 6½%. This is on the basis of a $25,000 coverage, which is renewable annually.

We have every confidence in Mr. Gatter and know that he has gone into the problem very thoroughly.

Unless the Commission desires to avail itself of the provision in the agreement with respect to securing the same coverage elsewhere in the same amount, we would like to suggest that the policy be written without delay. If this meets with your approval, we would like to know whether you would prefer that the premium be in the name of the Commission.

If you have any question at all concerning this matter, please do not hesitate to take it up with us.

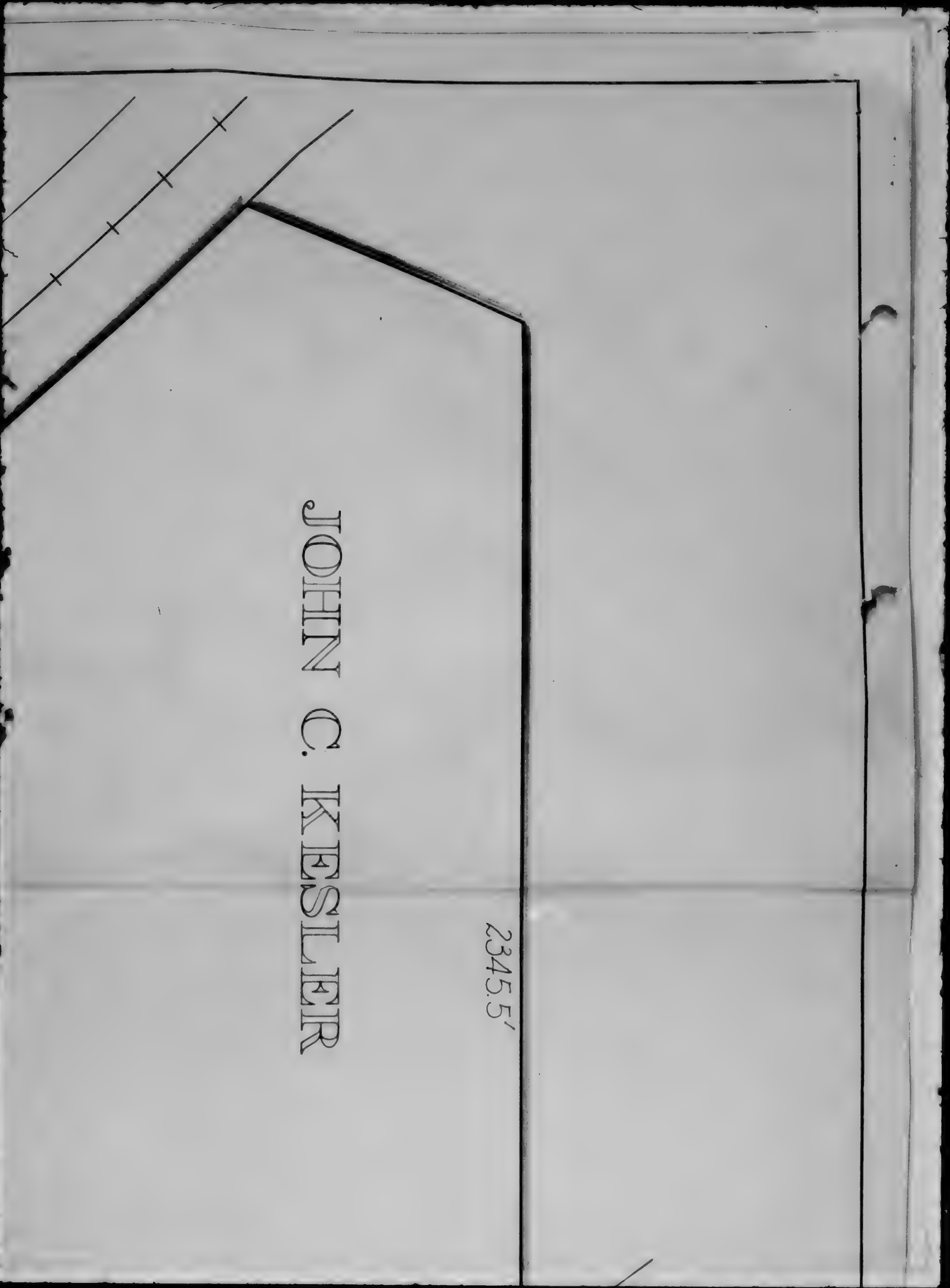
Yours very truly,

NEFF, FROHNMAYER & LOWRY

By

PBL:cc

cc Brown & White Agency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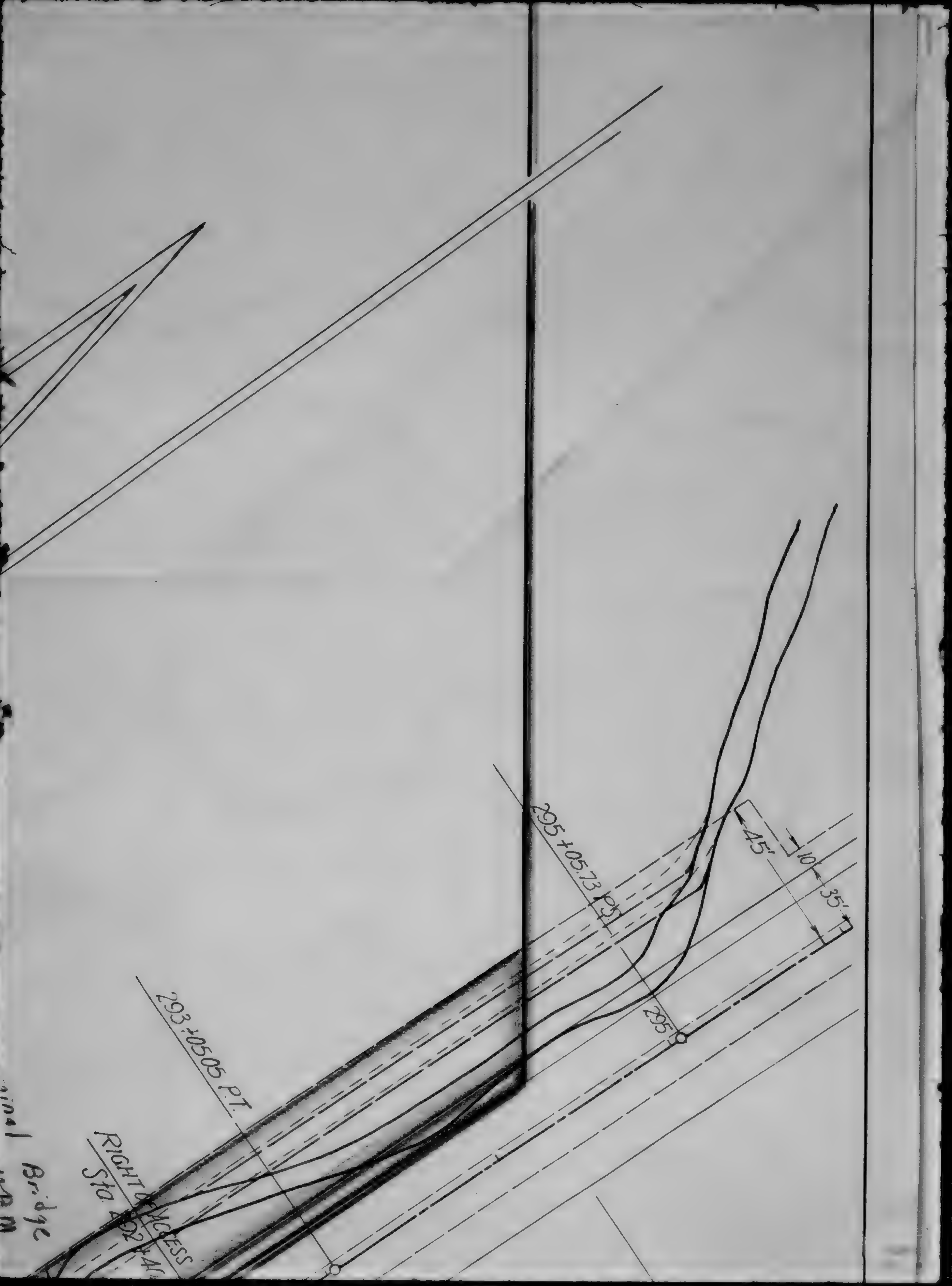
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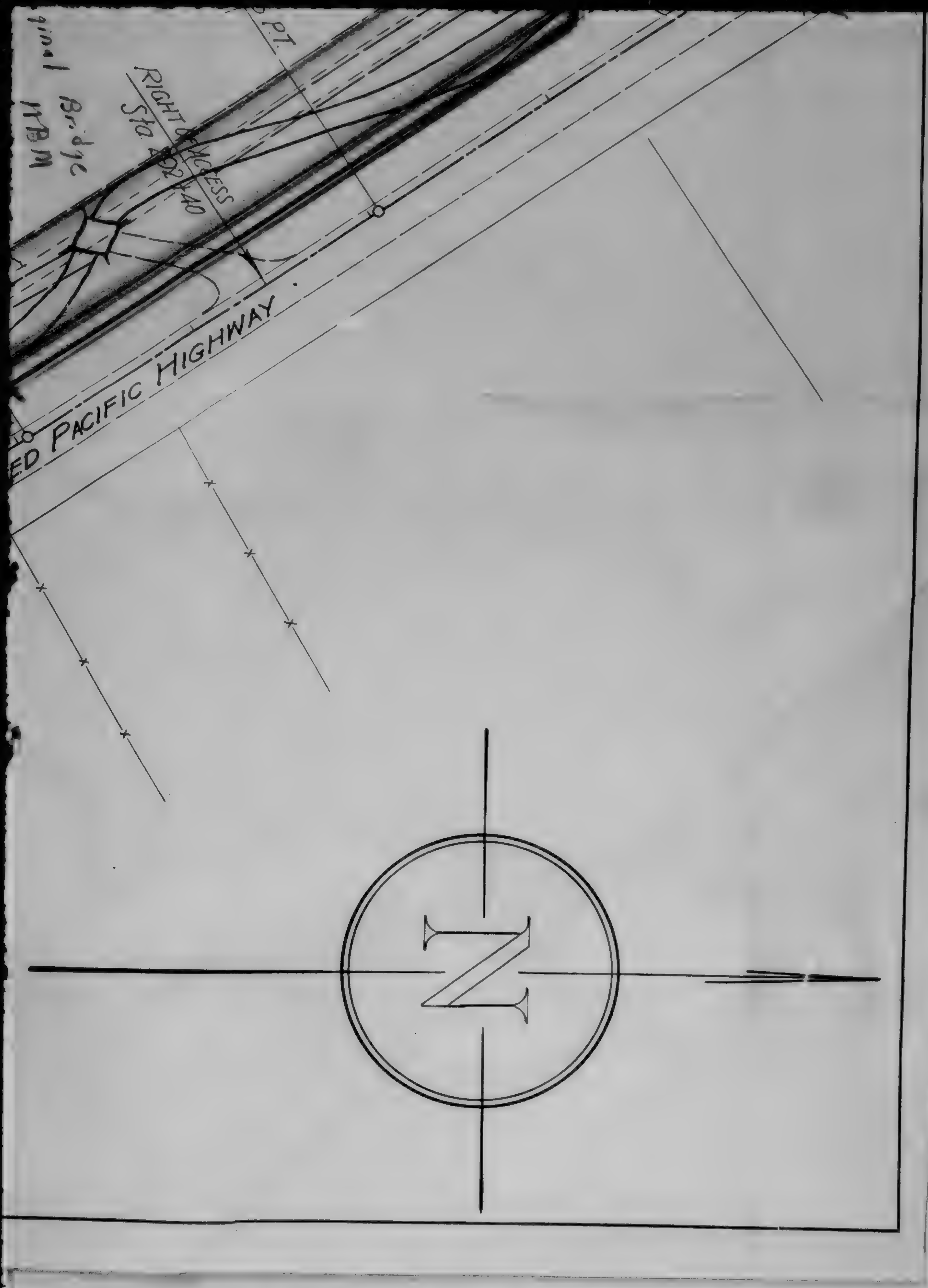
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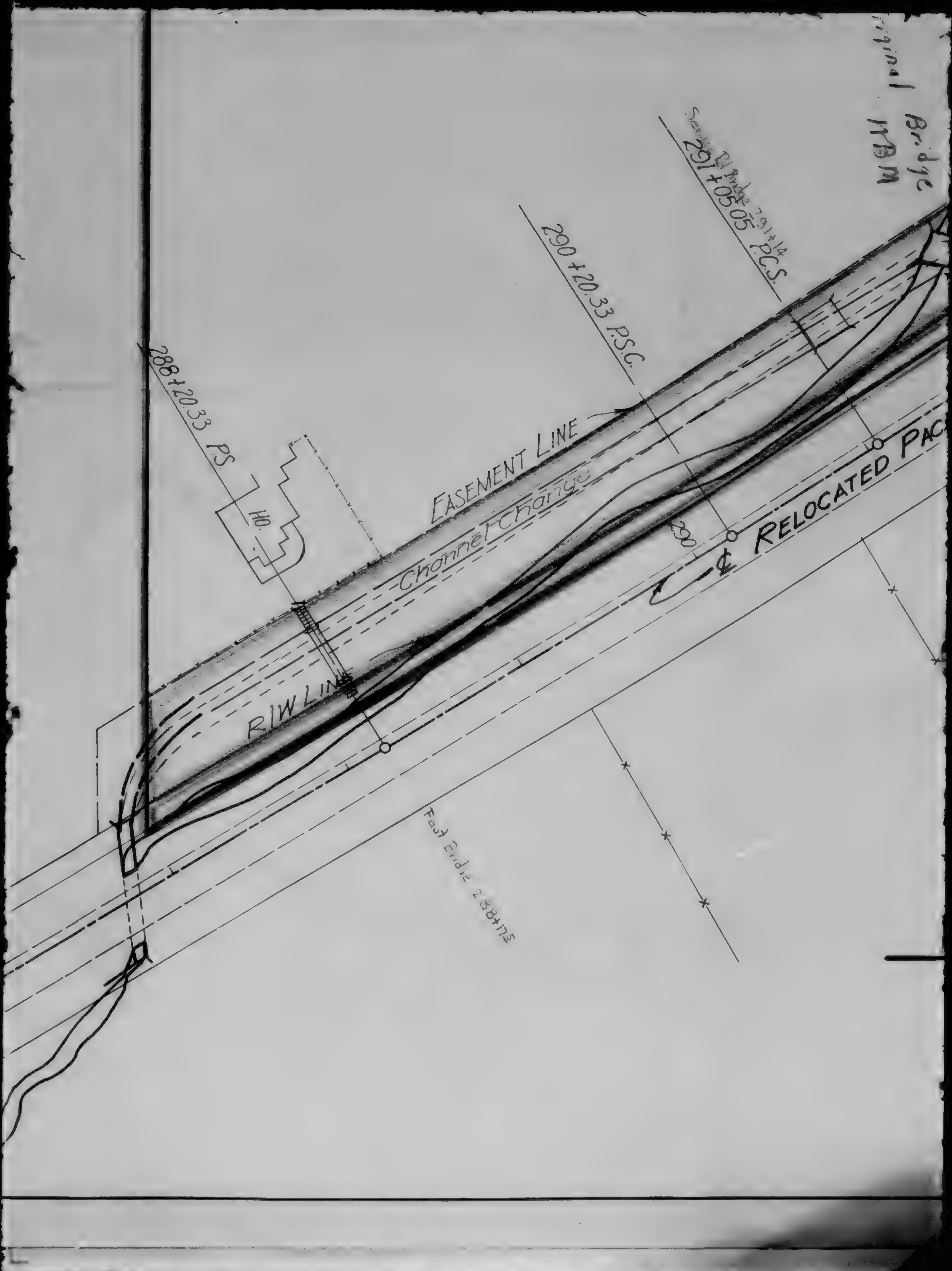
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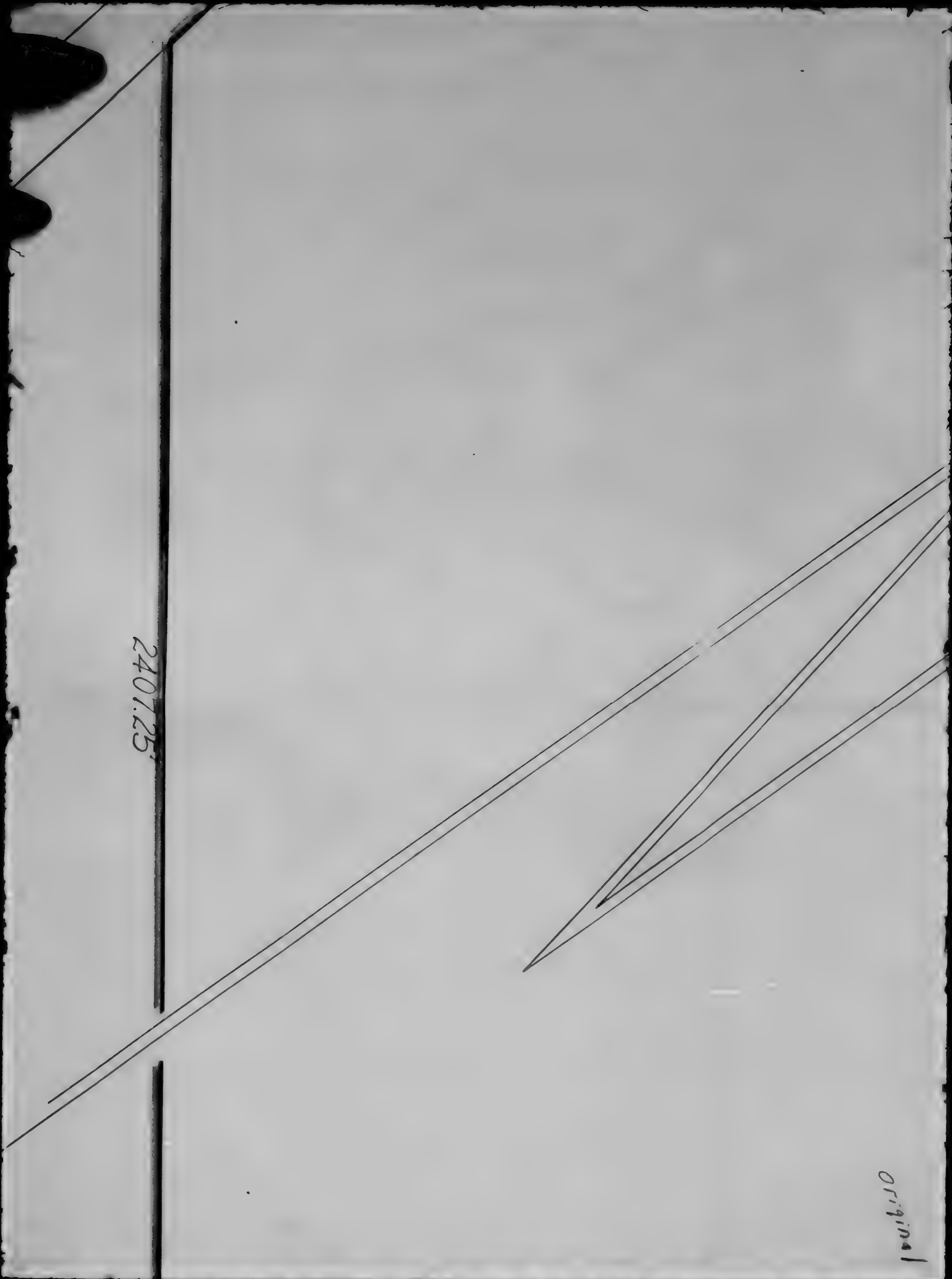

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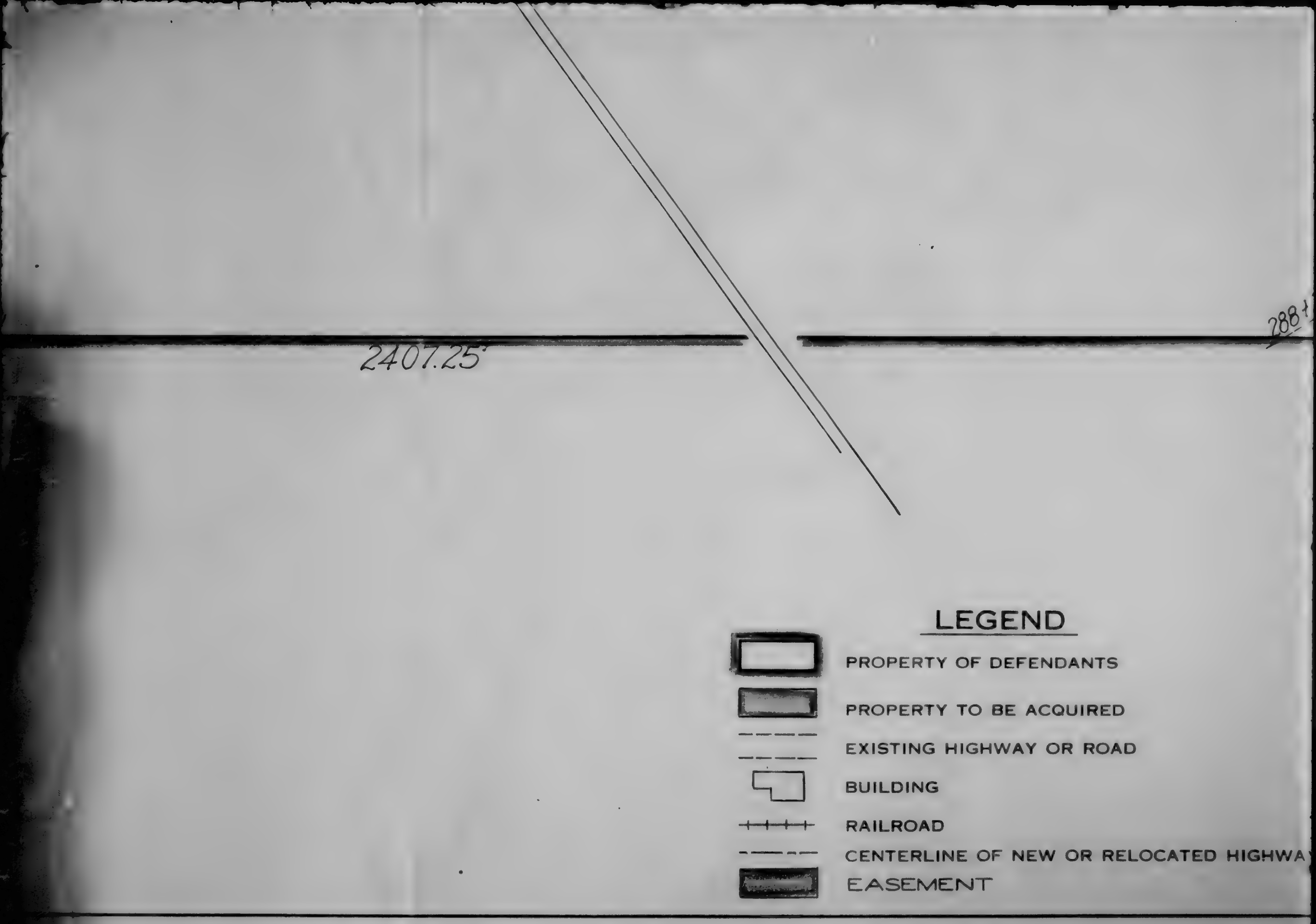
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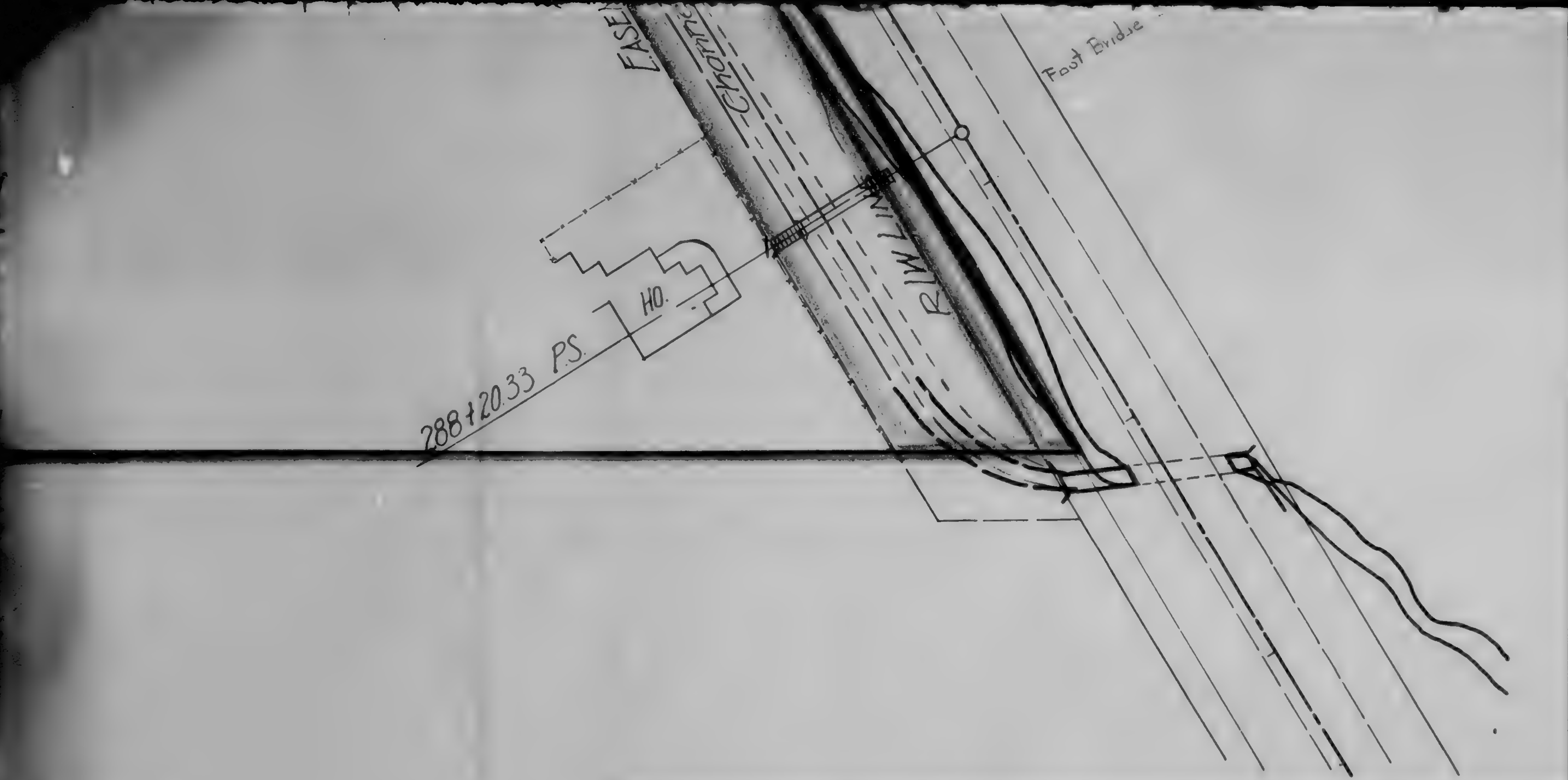
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LEGEND

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HIGHWAY OR ROAD

NE OF NEW OR RELOCATED HIGHWAY

ENT

OREGON STATE HIGHWAY COMMISSION

JOHN C. KESLER

FOR	RIGHT OF WAY	
HIGHWAY	PACIFIC	
COUNTY	JACKSON	
SCALE: 1" = 50'	DATE:	FILE NO.

RECEIVED
FOR FILING

MARYLAND CASUALTY COMPANY
STEWART McDONALD, CHAIRMAN OF THE BOARD
WILLIAM T. HARPER, PRESIDENT
BALTIMORE 3

CLAIM DIVISION
W. KENYON LLOYD
VICE-PRESIDENT

H. G. LEWIS, JR.
MANAGER, CLAIM DIVISION
H. ELLSWORTH MILLER
CHIEF CLAIM ATTORNEY

SURETY DEPARTMENT
GEO. W. DEXTER, MANAGER

CCI-159(c)
-79-2

April 26th, 1954

Mr. H. B. Glaisyer, Secretary
State Highway Department
State of Oregon
Salem, Oregon

Dear Mr. Glaisyer:

F. QUERY

Re: Cl. # 479-53-Cont.
State of Oregon,
State Highway Comm.
[illegible] Thomas

Receipt is acknowledged of yours of March 26th.

With respect to the Kenworth Tractor item, I wish to advise that suit was brought against Thomas and Maryland. Maryland, however, has been dismissed from that litigation and we understand that the matter is in the hands of the principal's insurance carrier.

Very truly yours,

Henry H Ireton

Henry H. Ireton
Attorney

HHI:km

POSTED ON CARD
[illegible]

RECEIVED
APR 30 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 29 1954
FOR FILING

3792

March 26, 1954

Maryland Casualty Company
Baltimore 3
Maryland

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to T. W. Thomas on contract No. 3792, for grading and paving on the Medford-County Farm Section of the Pacific Highway in Jackson County.

This payment, in the amount of $39,663.41, will be released to the contractor on or after April 5, 1954. The retained percentage is $16,651.18.

There is a claim filed against this project by West Coast Fast Freight, Inc., for damage to their Kenworth Tractor and Van and for loss of use thereof, in the amount of $3,955.42, of which you have been previously notified.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD
3-26-54

RECEIVED
MAR [illegible] 1954
FOR FILING

[illegible]

Salem, Oregon
March 21, 1954

Mr. Tom Edwards

I attach hereto two copies of an opinion by our Chief Counsel having reference to the COPCO's claim for payment for certain items of expense in connection with moving of its power line on the Medford-County Farm Section. I believe you will find this opinion entirely self-explanatory.

In line with this opinion, please arrange to confer further with the proper officials of The California Oregon Power Company, advising them of our inability to approve payment of any items other than the $330.64, which we admit is a valid claim.

I return to you, for such use as you may need to make of it during your further negotiations, the billing as submitted by the COPCO under date of December 29, 1953.

W. C. Williams

WCW:me

Encl.

cc Mr. H. G. Smith
    Mr. C. W. Enfield

FORM E-90 25M 8-51 82215

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 19, 1954

SUBJECT: File 21844 - Calif-Oregon Power Co.
Reimbursement for overhang easements
In connection with moving of public
Utility lines

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

Dear Mr. Williams:

You have asked me for an opinion as to the obligation of the State Highway Commission to reimburse COPCO for certain expenses incurred with the moving of its power lines on the Medford-County Farm Section of the Pacific Highway south of Medford.

It is my information that the Company had its lines along the highway boundary and that the Commission acquired additional widths and required COPCO to move its poles to the new right of way boundary. COPCO previously had acquired overhang easements over abutting private property and has considered it necessary to acquire new overhang easements for the cross-arms and wires in their new location. The claim made is for cooperation in the cost of the acquisition of such overhang easements. There have been some items of expense where the poles or fixtures were on property outside of the right of way limits, and I understand that reimbursement for these items is not contested.

Considerable historical research has been made as to past occurrences in addition to study of questions of law and, in order that this information may be compiled in one instrument, and, at the risk of being verbose, they are being set out in some detail.

As shown by the county records of 1870, a county road was established extending south of Medford. The report of the county surveyor shows this to be a road extending from near Van Dyke's to the west end of Cavanaugh Lane.

So far as here material, the Laws of 1901, at page 132, granted rights to construct, maintain and operate telegraph lines, telephone lines, and lines and wires for the purpose of conveying electric power or electricity along public roads, highways and streets of the state outside of incorporated cities or towns. This act contained the following significant language:

> "That the county courts of the several counties * * * * * shall have power and authority to designate the location upon such roads or highways * * * where such fixture may be located, and may order the location of any such fixture or fixtures to be changed when such court deems it expedient; and any fixture erected or remaining in a different location upon such highway than that designated in any county court shall be deemed a public nuisance and may be abandoned accordingly".

This act was compiled in Bellingers and Cotton's Code § 4748. The statute has been amended subsequently and is now ORS 758.010; however, the essential language has not been changed.

Jackson County Commissioner's Journal of Wednesday, March 2, 1904, shows that the Condor Water and Power Company had declared its intention to construct lines and wires for the purpose of conveying electric power and electricity and had petitioned the county court to designate the location on which the poles and other fixtures should be placed. One of the sections mentioned was "from the south boundary of the corporate limits of Medford to the north boundary of the City of Ashland, by the way of Phoenix and Talent". The language of the order reads "It is ordered that said Condor Water and Power Company be and is hereby directed to place its poles and other fixtures along the side of the highway where said poles and fixtures will interfere in the least possible manner with ordinary travel on said highways and provided that permission is hereby given said Condor Water and Power Company to construct poles and other fixtures for conveying electricity for power and all other purposes upon condition that said Condor Water and Power Company shall change its Poles and other fixtures on said highway upon their becoming a nuisance in the manner designated by #4748 of Billingers and Cotton's Annotated Codes and Statutes of Oregon."

Chapter 237, Oregon Laws 1917, created the State Highway Commission and directed the Commission to "designate, construct or cause to be constructed, a system of state highways within the State of Oregon." The Commission's report for the 1917-18 biennium, page 63, shows, inter alia, the Commission had designated the following:

> "No. 1. PACIFIC HIGHWAY--
> From Portland south via Oregon City, Salem, Albany, Eugene, Roseburg, Grants Pass, Medford and Ashland to the Oregon-California State Line."

The section south of Ashland apparently was taken over for maintenance during the 1921-22 biennium, at which time the Commission assumed full jurisdiction.

Chapter 252, Laws of 1939, provided "That all rights of way owned or held by the several counties over and along any roads heretofore or hereafter adopted as state highways are hereby declared to be vested in the state of Oregon". I have been advised by the Permit Section of the Department that no permits have been issued to COPCO for longitudinal lines along the highway so that the designation of the location of such lines must have rested upon the order of the county court of March 2, 1904. No direct record has been found, but it is assumed that COPCO is the successor in interest to whatever rights the Condor Water and Power Company may have had and is subject to the express limitations of the original order.

PRINCIPLES OF LAW:

> "COMPELLING RELOCATION OF POLES AND WIRES.--The fact that poles in a street or highway were located in a certain place by an electric company pursuant to permission of the authorities creates no absolute, indefeasible right or irrevocable license to have such poles remain at the particular spot for all time. A change of position may be enforced where it is required by public convenience or safety to meet changing conditions or by necessary public improvements. Local authorities, however, will not be allowed to enforce orders or regulations with respect to a change of the location of poles in a street or highway which are tantamount to a denial of the owner's use of the streets or are arbitrary, capricious, unreasonable, or prohibitory in their nature or effect. The right to compel a change has been questioned on various constitutional grounds but without success. Some jurisdictions have provided by statute that the public authorities may direct a change of location of the poles. An electric company occupying a highway under a franchise has only a permissive and subordinate right, which exists only so long as it does not interfere with the primary right of the public to use the highway for the purpose of travel in the ordinary modes. Interference with improving a highway for better traveling is necessarily an incidental interference with public travel. So, where a statute imposes upon the electric company the duty of removing its poles and wires when they constitute obstructions to the traveling public, the company is bound to remove and reset them at its own expense when they interfere materially with the work of permanently improving the highway. The duty of the company in that respect is to be determined by the necessity of the case." -- 18 Am. Jur., Electricity, §18.

> "Thus, it has been held that a public service corporation maintaining poles in a public street or highway under a

> franchise may be required at its own expense to change their location, where the present location interferes with a contemplated improvement of such public way, and the order is not unreasonable and is devoid of fraud and corruption". -- Notes, L.R.A. 1917 D, p. 663.
>
> "And the original location of poles in a street by a public service corporation, pursuant to permission of the authorities, creates no absolute, indefeasible right or irrevocable license to have such poles remain at the particular spot for all time; wherefore the public authorities may enforce reasonable regulations requiring such a company to change the location of its poles in a street."-- Notes, L.R.A. 1917 D, p. 664.

It is fundamental that no board, commission, municipality or county can, where the matter is covered by legislative enactment, grant a franchise which is broader in its scope than the authority delegated in the legislative enactment (see Salem vs. Anson, 40 Ore. 339 and 22 Ops. Atty. Gen. 210) so that COPCO and its predecessor in interest have at all times been subject to the language of the statute.

Some of the cases point out that power companies occupying public rights of way under franchises may be required to place their wires underground or remove the lines from the highway entirely, providing that the full width is needed for public improvement and that the action taken is not capricious or arbitrary.

CONCLUSIONS:

It would appear to me that when the Power Company elected for its own convenience and economy of operations to install poles with crossarms overhanging adjoining private property it did so for its own special use and benefit and that the public should not be penalized in further public improvement of the highway by the necessity for the expenditure of public funds by reason of such overhang. It is conceivable that the company could have installed its wires on an arm extending only on the highway side. That it elected to do something different is a matter for its own choice.

It, therefore, is my recommendation that the claim of COPCO for co-operation in securing additional easements be denied.

Very truly yours,

CWEnfield

C. W. ENFIELD
Chief Counsel

JWD:CWE:mb

FORM E-30 25M 9-51 52316

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
FEB 11 1954
LEGAL DEP'T.

Salem, Oregon
February 10, 1954

SUBJECT:

To:

Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir:

During the reconstruction of the Medford-County Farm Section it was necessary to move the section of power line owned by California-Oregon Power Company. These poles were located on public right of way and the Power Company had over-hang easements from abutting owners.

In addition to the above it was necessary to move some down-guys and rearrange a substation fence. This work was done by the Power Company and they have billed us in an amount of $1735.10, which includes $1404.46 for right of way. The invoice was sent to Edwards and he responded with a letter (copy attached) in which he stated that he was recommending payment of $330.64 which was for moving of actual facilities not on public right of way, only.

I returned the file to Mr. Edwards on January 25 and suggested that the matter be further discussed with the Power Company to see if a settlement could not be worked out as nothing would be gained by paying part of the bill and leaving the controversial issues. The Power Company insists on payment of the full amount and Assistant Division Engineer Young and Division Engineer Edwards recommend that we battle the matter out in line with their letters dated February 5 and February 8, 1954, copies of which are attached. I strongly concur in their recommendation, as acceding to this claim would establish a dangerous and costly precedent which we would have to live with.

I recommend that we attempt to get the Legal Department to rule with us on this matter and deny the claim. I am recommending approval of the work order in an amount of $330.64.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:js
Encls.

FORM E-30 25M 9-51 63315

RECEIVED
FEB 11 1954
LEGAL DEP'T.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
February 8, 1954

RECEIVED
FEB 9 1954
OFFICE OF
CONSTRUCTION ENGINEER

To: Forrest Cooper
Assistant Construction Engineer

SUBJECT:

Dear Sir

Further reply is made to your letter of January 25, 1954 concerning moving the facilities of the California Oregon Power Company south of Medford. Mr. Young was in Medford last week and I had him discuss this matter with California Oregon Power Company officials. His letter is attached.

As discussed with you by phone, I personally approve and recommend payment for revisions necessary to remove any physical installations which the power company may have had on the property. These are covered by Items B and C of the attached bill amounting to $330.54. The balance of the bill, $1404.46 covers partial payment for the necessary right of way which the company had to purchase to remove their poles from our right of way.

It is their contention that inasmuch as they had overhanging easements over the property which we purchased they such easement should be an encumbrance upon the property and we should be required to reimburse them for clearing such encumbrances. The immediate resut of acquiescence in this case will be that all utilities now in place upon public right of way will, for a very nominal fee, secure overhang easements on the adjacent property and then require us to provide new right of way for them at such time as pole removal or line revision is necessary.

In the case at hand, the California Oregon Power Company has secured entire new right of way outside of our right of way line with the result being that should the bill be approved, we will have paid for a portion of the new right of way and the clearing thereof and be faced with the further necessity of the entire cost of removal of their facilities to another location should further work on this highway become necessary.

I recommend, therefore, that the portion of the bill having to do with right of way cost not be honored and that they be turned over to the Legal Division with a recommendation to withstand suit if necessary to prevent payment thereof.

Very truly yours

Tom Edwards

Tom Edwards

Division Engineer

TE:ri
Enc.

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
February 5,1954

SUBJECT:

To: Tom Edwards
Division Engineer

Memo:

With reference to Mr. Coopers letter of January 25 and your recent verbal instructions I contacted the COPCO people in Medford with regard to their billing us for 50% of right of way costs as a replacement for their overhang easement along the Medford - County Farm Section of the Packfke Highway, Contract No. 3792.

The persons I contacted for COPCO, Mr. Lyle Sams and Mr. Tucker, said that their legal department had advised them that this was a just claim on the State and was collectable. They stated that their manner was allocating 50% of the Right of Way cost to us was as follows, they normally pay $.05 per line foot for overhang easements and $.10 per foot for right of way for occupancy. On this basis they assessed one half of the right of way cost according to what they had to pay.

The problem appeared to me to be more of a legal problem than of engineering. From their ~~dominant~~ [illegible] attitude it did not seem worth while to carry the discussion any further.

L. H. Young
Ass't. Div. Engr.

LHY:db

FORM E-90 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
FEB 11 1954
LEGAL DEPT.

Roseburg, Oregon
January 22, 1954

SUBJECT:

15-1027

To:

H. C. Smith
Construction Engineer

Dear Sir

I attach hereto an Order for State Force Work on the Medford-County Farm Section of the Pacific Highway. This order is accompanied by a bill in triplicate from the California Oregon Power Company in the amount of $1735.10. Of this amount, I have approved $330.54.

You will recall considerable controversy as to whether or not we should pay for new easements for the California Oregon Power Company which were necessary to replace the overhanging easements which they held along this section.

The last correspondence I have is a letter dated December 9, 1952 in answer to a letter from Mr. Williams, copies of which were furnished to you and Mr. Enfield. In that letter, I recommended that we pay for removal and replacement of those facilities which were on land purchased by the department as additional right of way. This covered removing of down guys outside of our right of way and removal and rearrangement of the sub station fence. The California Oregon Power Company is attempting to recover payment for purchase of additional overhanging easements and to recover payment for clearing necessary for rearrangement of their facilities. The pole line was upon the right of way of the Pacific Highway under an occupancy permit and I see no reason to assume this obligation.

Further, I see no reason to pay for the new right of way. The new line has been constructed, in general, immediately outside of the highway right of way. Payment in this case would establish a vicious precedent wherein we would be asked to supply new rights of way wherever necessary for removal of pole lines necessary for new construction.

I have approved the bill only in the amount of ~~$330.54~~ 330 64 deleating therefrom $1404.46 right of way clearing costs and title search and recording fees.

Very truly yours

Tom Edwards

JAN [illegible] 1954

Tom Edwards
Division Engineer

TE:ri

Enc.

Form A-166—2M—8-52

RECEIVED
FEB 11 1954
LEGAL DEPT.

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Project Name: Medford - County Farm
Date: 20 January 1954, 19

Highway: Pacific
Contract No. 3792
F. A. Project No. BFI157(10)

County: Jackson
Prefix: 15-1027
Account No. 285

Description of Work To Be Done:

California Oregon Power Company moved poles due to highway widening project.

Location by Station Numbers:

273 - 554

Estimate of Quantities and Costs:

	Total Cost	COPCO Cost	State Cost
~~(A) Right of Way Costs~~	~~3616.70~~	~~2212.24~~	~~1404.46~~
(B) Material, labor for 5 anchors and guys			213.29
(C) Replace pole D-4424 at South City Limits of Phoenix			117.35
			~~1735.10~~
			$330.64

Explanation:

Refer to California Oregon Power Company's letter written by A L Sams on 18 Nov 52 regarding estimate of cost for this work.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization $603,259.50

Present estimate of project cost, including $~~1735.10~~ ~~[illegible]~~ 330.64 for work under this order $603,259.50

Expected under-run / over-run (amount) . none . . . $

Expected under-run / over-run (per cent) none . .

Space to right of this line is for use of Salem Office

Submitted by: W B Merrill
Resident Engineer

Approval Recommended:
Division Engineer

Approval Recommended:
~~Assistant~~ Construction—Bridge—Engineer

Approved:
Assistant State Highway Engineer

This order does not constitute authority for expenditures until approved by the Assistant State Highway Engineer.

State Printing 00740

Form A-106—524—6-53

RECEIVED
FEB 11 1954
LEGAL DEP'T.

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Project Name Medford - County Farm
Date 20 January 1954, 19
Highway Pacific
Contract No. 3792 F. A. Project No. BFI157(10)
County Jackson
Prefix 15-1027 Account No. 285

Description of Work To Be Done:

California Oregon Power Company moved poles due to highway widening project.

Location by Station Numbers:

273 - 554

Estimate of Quantities and Costs:

	Total Cost	COPCO Cost	State Cost
~~(A) Right of Way Costs~~	~~5616.70~~	~~2212.24~~	~~1404.46~~
(B) Material, labor for 5 anchors and guys			213.29
(C) Replace pole D-4424 at South City Limits of Phoenix			117.35
			~~1735.10~~
			$330.64

Explanation:

Refer to California Oregon Power Company's letter written by A L Sams on 18 Nov 52 regarding estimate of cost for this work.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization $ 603,259.50
Present estimate of project cost, including $ ~~1735.10~~ 330.64 for work under this order $ 603,259.50
Expected under-run / over-run (amount) none $
Expected under-run / over-run (per cent) none

Space to right of this line is for use of Salem Office

Submitted by: W B Merrill Resident Engineer
Approval Recommended: Tom Edwards Division Engineer
Approval Recommended: ASSISTANT Construction ~~Bridge~~ Engineer
Approved: Assistant State Highway Engineer

This order does not constitute authority for expenditures until approved by the Assistant State Highway Engineer.

Form A-166—6M—6-52

RECEIVED
FEB 11 1954
LEGAL DEP'T.

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Project Name Medford - County Farm Date 20 January 1954, 19

Highway Pacific Contract No. 3792 F. A. Project No. BFI157(10)

County Jackson Prefix 15-1027 Account No. 285

Description of Work To Be Done:

California Oregon Power Company moved poles due to highway widening project.

Location by Station Numbers:

273 - 554

Estimate of Quantities and Costs:

	Total Cost	COPCO Cost	State Cost
(A) Right of Way Costs	3616.70	2212.24	~~1404.46~~
(B) Material, labor for 5 anchors and guys			213.29
(C) Replace pole D-4424 at South City Limits of Phoenix			117.35
			~~1735.10~~
			33064

Explanation:

Refer to California Oregon Power Company's letter written by A L Sams on 18 Nov 52 regarding estimate of cost for this work.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization . . . . $ 603,259.50

Present estimate of project cost, including $ ~~1735.10~~ 330-64 for work under this order $ 603,259.50

Expected under-run over-run (amount) . . none . . $

Expected under-run over-run (per cent) . none . .

Space to right of this line for use of Salem Office

Submitted by: Resident Engineer

Approval Recommended: Tom Edwards Division Engineer

Approval Recommended: Construction—Bridge—Engineer

Approved: Assistant State Highway Engineer

This order does not constitute authority for expenditures until approved by the Assistant State Highway Engineer.

State Printing 00746

Form A-106—5M—9-52

RECEIVED
FEB 11 1954
LEGAL DEPT.

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Project Name Medford - County Farm Date 20 January 1954, 19

Highway Pacific Contract No. 3792 F. A. Project No. BFI157(10)

County Jackson Prefix 15-1027 Account No. 285

Description of Work To Be Done:

California Oregon Power Company moved poles due to highway widening project.

Location by Station Numbers:

273 - 554

Estimate of Quantities and Costs:

	Total Cost	COP'O Cost	State Cost
~~(A) Right of Way Costs~~	~~3616.70~~	~~2212.24~~	~~1404.46~~
(B) Material, labor for 5 anchors and guys			213.29
(C) Replace pole D-4424 at South City Limits of Phoenix			117.35
			~~1735.10~~ 330.64

Explanation:

Refer to California Oregon Power Company's letter written by A L Sams on 18 Nov 52 regarding estimate of cost for this work.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization . . . . $ 603,259.50

Present estimate of project cost, including $ ~~1735.10~~ 330.64 for work under this order $ 603,259.50

Expected under-run / over-run (amount) . . none . . $

Expected under-run / over-run (per cent) . none . .

Space to right of this line is for use of Salem Office

Submitted by: B B Merritt Resident Engineer

Approval Recommended: Tom Edwards Division Engineer

Approval Recommended: ~~Assistant~~ Construction—Bridge—Engineer

Approved: Assistant State Highway Engineer

This order does not constitute authority for expenditures until approved by the Assistant State Highway Engineer.

State Printing [illegible]

Form A-166—5M—3-53

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

RECEIVED
FEB 11 1954
LEGAL DEP'T.

Project Name Medford — County Farm
Date 20 January 1954, 19
Highway Pacific
Contract No. 3792 F. A. Project No. 8F1157(10)
County Jackson
Prefix 15-1027 Account No. 285

Description of Work To Be Done:

California Oregon Power Company moved poles due to highway widening project.

Location by Station Numbers:

273 - 554

Estimate of Quantities and Costs:

	Total Cost	COPCO Cost	State Cost
(A) ~~Right of Way Costs~~	~~3616.70~~	~~2212.24~~	~~1404.46~~
(B) Material, labor for 5 anchors and guys			213.29
(C) Replace pole D-4424 at South City Limits of Phoenix			117.35
			~~1735.10~~ 330.64

Explanation:

Refer to California Oregon Power Company's letter written by A L Sams on 18 Nov 52 regarding estimate of cost for this work.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization $603,259.50

Present estimate of project cost, including $~~1735.10~~ 330.64 for work under this order $603,259.50

Expected under-run / over-run (amount) . . none . . $

Expected under-run / over-run (per cent) . none . .

Space to right of this line is for use of Salem Office

Submitted by: W B Merrill
Resident Engineer

Approval Recommended: Jon Edwards
Division Engineer

Approval Recommended:
Assistant Construction—Bridge Engineer

Approved:
Assistant State Highway Engineer

This order does not constitute authority for expenditures until approved by the Assistant State Highway Engineer.

State Printing 60745

Form A-168—5M—9-52

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

RECEIVED
FEB 11 1954
LEGAL DEP'T.

Project Name Bedford - County Farm Date 20 January 1954, 19

Highway Pacific Contract No. 3792 F. A. Project No. SFI 157(10)

County Jackson Prefix 15-1127 Account No. 285

Description of Work To Be Done:

California Oregon Power Company moved poles due to highway widening project.

Location by Station Numbers:

273 - 554

Estimate of Quantities and Costs:

	Total Cost	COP Co Cost	State Cost
~~(a) Right of Way Costs~~	~~3616.70~~	~~2212.24~~	~~1404.46~~
(B) Material, labor for 5 anchors and guys			213.29
(C) Replace pole D-4424 at South City Limits of Phoenix			117.35
			~~1735.10~~ 330.64

Explanation:

Refer to California Oregon Power Company's letter written by A L Sams on 18 Nov 52 regarding estimate of cost for this work.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization . . . . $ 603,259.50

Present estimate of project cost, including $ ~~1735.10~~ 330.64 for work under this order $ 603,259.50

Expected under-run over-run (amount) . . none . . $

Expected under-run over-run (per cent) . none . .

Space to right of this line is for use of Salem Office

Submitted by: W B Merrill
Resident Engineer

Approval Recommended: J M Edwards
Division Engineer

Approval Recommended:
ASSISTANT Construction—Bridge—Engineer

Approved:
Assistant State Highway Engineer

This order does not constitute authority for expenditures until approved by the Assistant State Highway Engineer.

State Printing 08745

Form A-108—5M—9-53

RECEIVED
FEB 1 1 1954
LEGAL DEP'T.

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Project Name Medford - County Farm
Date 20 January 1954, 19
Highway Pacific
Contract No. 3792 F. A. Project No. [illegible]1357(10)
County Jackson
Prefix 15-1117 Account No. 285

Description of Work To Be Done:

California Oregon Power Company moved poles due to highway widening project.

Location by Station Numbers:

279 - 554

Estimate of Quantities and Costs:

	Total Cost	COP Co Cost	State Cost
~~(A) Right of Way costs~~	~~3610.70~~	~~[illegible]~~	~~1404.46~~
(B) Material, labor for 5 anchors and guys			213.29
(C) Replace pole 2-1424 at South City Limits of Phoenix			117.35
			~~1735.10~~ 330.64

Explanation:

Refer to California Oregon Power Company's letter written by A L Sams on 18 Nov 53 regarding estimate of cost for this work.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization . . . . $ 6[illegible]59.50
Present estimate of project cost, including $ ~~1735.10~~ 330.64 for work under this order $ 6[illegible].50
Expected under-run over-run (amount) . . none . . $
Expected under-run over-run (per cent) . none . .

Space to right of this line is for use of Salem Office

Submitted by: W B Merrill
Resident Engineer

Approval Recommended: Edwards
Division Engineer

Approval Recommended:
ASSISTANT Construction—Bridge—Engineer

Approved:
Assistant State Highway Engineer

This order does not constitute authority for expenditures until approved by the Assistant State Highway Engineer.

State Printing 00745

FORM E-30 25M 9-51 [illegible]

RECEIVED
FEB 11 1954
LEGAL DEPT.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
January 5, 1954

To: W. B. Merrill
Resident Engineer

SUBJECT:

Dear Sir

I am forwarding herewith two billings from the California Oregon Power Company in the amounts of $1735.10 and $330.27 respectively, covering the cost of relocating their facilities between Medford and Talent and the relocation of a pole near Jackson Hot Springs.

If you find these to be proper charges, please approve them and return to this office for further handling.

Very truly yours

Tom Edwards
Division Engineer

By

C. T. Keasey
Office Engineer

CTK:rl

Enc.

FORM E-30 37,500 4-52 96005

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

PLEASE RETURN TO
W. C. WILLIAMS

Roseburg, Oregon
December 9, 1952

SUBJECT:

To: W. C. Williams
Asst. State Highway Engineer

NOTED
W. C. WILLIAMS

Dear Sir

Reply is made to your letter of December 3rd concerning California Oregon Power Company easements along the Pacific Highway South of Medford.

The California Oregon Power Company occupied this right of way under permit which required them to move when necessitated by reconstruction of their facilities. They are attempting to recover the cost of new overhang easements to replace those covering the line in the existing location, the cost of clearing the new line, and the cost of moving guys and substation fences.

I recommend reimbursement for the cost of moving guys and the substation fence. These were existing physical installations placed under easement on property which we acquired by purchase.

I strongly oppose payment for the overhang easements or the clearing of the new line. All occupancy permits require removal of the facilities when new construction so requires and unless there is something different in the permit in question, I believe payment in this case would establish a very vicious precedent. We do not have a copy of this permit in this office.

The Power Company have provided me with a complete breakdown of the manner in which they arrived at the easement cost to be billed. I attach it hereto, together with your file on the matter.

Very truly yours

Tom Edwards

TOM EDWARDS
Division Engineer

TE:rw
Enc.

cc H. G. Smith
C. W. Enfield

Please call 719,
Mr. Duckett, regarding
this matter.

[illegible]

PLEASE RETURN TO
W. C. WILLIAMS

Salem, Oregon
December 3, 1952

Mr. Tom Edwards

I attach hereto a file having reference to the claim of The California-Oregon Power Company for moving certain power line guys, purchase of overhang easements, et cetera. I would like you to advise me what they mean by the item "clear right of way - $263," the status of the distribution pole at Station 338+50, and what is meant by the changing of the fairgrounds substation fence.

For your information the Legal Department has advised that it is their opinion that the State is probably liable for the payment of the purchase easements but does not feel the State is obligated to pay for moving the guys and clearing of the right of way, as such expense would have been an obligation of the Power Company regardless of its overhang easement.

In addition to the above information, please add any pertinent remarks you may have in this matter, and return the file with your report.

W. C. Williams

WCW:me

Encl.

cc Mr. C. W. Enfield
Mr. H. G. Smith

FORM E-30 37,900 4-51 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Medford, Oregon
November 26, 19 52

SUBJECT:

To:

Mr. Tom Edwards
Division Engineer
Oregon State Highway Dept.
Roseburg, Oregon

Dear Sir

I am sending three (3) lists of purchase easements to accompany California Oregon Power Company's letter of 18 November 1952.

The property owners marked R/W is for property purchased by COPCO.

The property owners marked O/E is for overhang easement and COPCO's poles will be on the State Highway right of way.

Very truly yours

/s/ W. B. MERRILL
Resident Engineer

WBM/f
Enc 3

P. S. Cost of clearing new R/W where pole line required moving (Both where poles were to be located in our R/W and where they were to be outside of our R/W) - $263.00

Copco is apparently attempting to charge State for 1/2 of cost of their R/W where poles are located outside our R/W

Tom Edwards
C. T. Keasey
by: C. T. Keasey

FORM E-30 25M 9-51 52318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

PLEASE RETURN TO
W. C. WILLIAMS

Salem, Oregon
November 26, 1952

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

I attach a letter from The California Oregon Power Company who are requesting authority to bill us for the estimated cost of purchasing new overhang easements and the cost of removing and re-installing six transmission anchors and down guys which were located on their overhang easements along the present highway. They owned an overhang easement adjacent to our highway which included the right to guy their poles. We purchased ten feet additional right of way which was clouded by this easement and ordered them to move their poles to within one foot of the edge of the new right of way. It was then necessary for them to re-purchase a new overhang easement and they are asking us to reimburse them for the cost of this plus the cost of removing and re-installing six transmission anchors and down guys. They also include the amount of $263.00 to clear right of way which I presume is the cost of trimming trees and other incidental expense.

There has been considerable discussion about the validity of this claim. Mr. Edwards is much opposed to allowing it, and I think Mr. Enfield at one time thought it was not a reasonable charge against the department, but I think they were rather confused and thought that The California Oregon Power Company were requesting us to pay for moving the poles because they had this overhang easement.

I personally do not see how we can refuse to settle with the owner of an easement which is on property which we are converting to state highway use.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

Enc.

HGS:AR:sh

RECEIVED
NOV 26 1952
OFFICE OF
STATE HIGHWAY ENGINEER

THE CALIFORNIA OREGON POWER COMPANY

IN REPLY PLEASE REFER
TO OUR FILE NUMBER

MEDFORD, OREGON

November 18, 1952

Oregon State Highway Commission
Medford, Oregon

Atten: Mr. W. B. Merrill
Resident Engineer

Gentlemen:

Work is progressing on the relocation of our transmission Line #3 between Medford-County Farm section due to highway widening. The portion between Station 520 and Station 551 will soon be relocated so Mr. Thomas, the contractor, can complete culverts in that area. We have been unable to secure the necessary easements over several properties south of Station 520 as the owners said they would not deal with us until all details with the State were settled. However, options for easements have been taken over most of the route affected.

As noted in Mr. S. M. Bullis' letter to the State Highway Department, attention Mr. Glen Roberts, dated February 21, 1952, and also mentioned in my conversation with you and Mr. Edwards, we had overhang easements which also gave us the right to install necessary guys and do the necessary clearing over properties along the greater portion of the line to be moved and which the State later purchased for widening purposes. The following is an estimate of the cost to purchase new easements over these properties and the cost of removing and re-installing six transmission anchors and down guys which were located on private property that would be done at State expense:

Material installed (guys)	$415.00	
Removal Cost	50.00	
Sub total	$465.00	
Salvage	30.00	
Sub total		$435.00
Purchase Easements		$1008.00
Clear right of way		263.00
Total estimated State expense		$1706.00

(A list of present owners of property formerly covered by easements is attached)

In addition to above transmission costs there was a distribution pole, at approximately Station 338/50 which interferred with a new highway alignment and this change has already been made at your request. There is also a distribution anchor and guy on the B. B. Lowry property at Station 473/75 to be relocated. We assume that we shall be reimbursed the expense of changing the Fairgrounds Substation fence along Highway 99 but so far we have not been approached as to relinquishment of our lease on the strip affected.

Very truly yours,

THE CALIFORNIA OREGON POWER COMPANY

A. L. Sams

A. L. Sams

ALS/gcw

Easements to be secured from the following property owners at an estimated cost of $1008.00 - (these properties were formerly covered by easement):

Jackson County
Norman A. & Marjorie M. Kolln & Maude Tweed
Ray & Ada Patricia Jinks & Carroll O. Belisle
A. F. Moss
Guy D. & Maxine Corliss and C. C. Rosalind Pittenger
Clyde C. & Rosalind Pittinger
Grace Turner & Ruth Drews
Wilbur E. & Ilah Reed
B. B. & Neva M. Lowry
Walter H. & Evelyn G. Leverette
Herman J. & Ardath J. Bergren
William B. & Helen L. Barnum
Wm. & Olive G. Blunt; Gerald & Dorothy E. Blunt & Beatrice Brackenbury
Doris & Wallace F. Weir
Walter R. Bolz
Louie & Minnie D. Colver
Eldred R. & Eunice T. Colver
Myrtle B. Lee
Herbert H. & Norma A. Waltermire
D. E. & Gladys McClurg
L. C. & Doris A. Taylor
Fred & Stephanie Bohm
Andrew J. & Rose Munro
Harold C. & Sylvia I. Sloper
Elmer Bennett & Ruby H. Smith
Arthur V. & Mary A. Thompson
Earl E. & Freida M. Harris and Roy and Pauline Baker
Eugen Hasenfurter
John C. & Rosemary B. Kesler
Pearl Weagant, Lowell M. Dougherty
Ray V. & Laura Schumacher
Cecil C. & Gertrude Hartley

Purchase Easements Transmission Line #3 between Medford and County Farm in connection with letter to Walter B Merrill dated 18 November 1952.

	Estimated COPCO Expense	Estimated STATE Expense
W C & Frank C Earhart R/W 680' and cut sixt rees	$600.00	---
John Rush Lessee's Consent 50'	2.50	---
E R & Inas Goodwin Lessee's Consent 100'	5.00	---
C R Beebe Lessee's Consent 70'	3.50	---
G B Moffitt & J G Cameron Lessee's Consent 150'	7.50	---
I W & Marian Householdhild O/E 200' cut two cottonwood trees O L & Lula M Williams	500.00	---
Claude & Nellie Ward O/E 225'	11.00	---
C C & Trena B Heard O/E 600'	33.00	---
Jackson County R/W	---	---
Norman A & Marjorie M Kolln R/W 1000' Maude Tweed	125.00	125.00
Ray & Ada Patricia Jinks O/E 200' Carroll O Belisle		10.00
A F Moss O/E 100'		10.00
Guy D & Maxine Corliss O/E 100' C C & Rosalind Pittenger		10.00
Clyde C & Rosalind Pittenger Overhang & anchor only 450'		35.00
Grace Turner O/E 260' Ruth Drews		25.00
Wilbur E & Ilah Reed O/E 160'		10.00
B B & Neva M Lowry O/E 1275'		127.50
John William & Roberta Marian Stewart R/W 500'	50.00	
Oregon-California Theaters, Inc R/W 425'	43.00	
Martin & Gertrude Heitcamp R/W 1100'	110.00	
Walter H & Evelyn G Leverette R/W 2760' cut 2 oaks and trim one oak	138.00	162.00
Herman J & Ardath J Bergren O/W 270'		15.00
William B & Helen L Barnum R/W 340'		40.00

	ESTIMATED COPCO EXPENSE	ESTIMATED STATE EXPENSE
William & Olive G Blunt R/W 500' cut six cedar trees and 1 oak	25.00	100.00
Gerald & Dorothy E Blunt trim two oaks Beatrice Brackenbury		
Doris & Wallace F Weir R/W for anchor only		10.00
Walter R Bolz R/W for anchor only		10.00
W R & Helen L Barnum O/E may be needed	---	---
Louie & Minnie D Colver O/E 78'		5.00
Eldred R & Eunice T Colver R/W 125'	12.50	12.50
Myrtle B Lee O/W 72'		5.00
Herbert H & Norma A Waltermire R/W 540'	27.00	27.00
D E & Gladys McClurg R/W 650'	32.50	32.50
L C & Doris A Taylor R/W 800' cut one alder and one locust and trim 1 alder	40.00	40.00
Fred & Stephanie Bohm O/E 80'		5.00
Andrew J & Rose Munro R/W 90'	5.00	5.00
Harold C & Sylvia I Sloper O/E 200'		10.00
Elmer Bennett & Ruby H Smith R/W 200'	10.00	10.00
Arthur V & Mary A Thompson R/W 420'	21.00	21.00
Earl E & Freida M Harris R/W 85' Roy & Pauline Baker	4.50	4.50
Eugene Hasenfurter R/W 460'	22.50	22.50
John C & Rosemary B Kesler R/W 730'	36.50	36.50
Pearl Weagant R/W 110' Lowell M Daugherty	5.50	5.50
Ray V & Laura Schumacher O/E 110'		6.00
Cecil C & Gertrude Hartley R/W 410'	20.50	20.50
	1891.00	958.00
Overheads	99.00	50.00
Total	$1990.00	$1008.00

signed — A L Sams

Purchase Easements [illegible]nsmission Line # 3 between Me[illegible]d and County Farm
in connection with letter to Walter B. Merrill dated November 18, 1952

	Estimated COPCO Expense	Estimated STATE Expense
W. C. & Frank C. Earhart R/W 680' and cut six trees	$600.00	---
John Rush Lessee's Consent 50'	2.50	---
E. R. & Inas Goodwin Lessee's Consent 100'	5.00	---
C. R. Beebe Lessee's Consent 70'	3.50	---
C. B. Moffitt & J. G. Cameron Lessee's Consent 150'	7.50	---
I. W. & Marian Housechild O/E 200' cut two cottonwood trees O. L. & Lulu M. Williams	500.00	---
Claude & Nellie Ward O/E 225'	11.00	---
C. C. & Trena B. Heard O/E 600'	33.00	---
Jackson County R/W	---	---
Norman A. & Marjorie M. Kolln R/W 1000' Maude Tweed	125.00	125.00
Ray & Ada Patricia Jinks O/E 200' Carroll O. Belisle		10.00
A. F. Moss O/E 100'		10.00
Guy D. & Maxine Corliss O/E 100' C. C. & Rosalind Pittenger		10.00
Clyde C. & Rosalind Pittenger Overhang & anchor only 450'		35.00
Grace Turner O/E 260' Ruth Drews		25.00
Wilbur E. & Ilah Reed O/E 160'		10.00
B. B. & Neva M. Lowry O/E 1275'		127.50
John William & Roberta Marian Stewart R/W 500'	50.00	
Oregon California Theatres, Inc. R/W 425'	43.00	
Martin & Gertrude Heitcamp R/W 1100'	110.00	
Walter H. & Evelyn G. Leverette R/W 2760' cut 2 oaks and trim one oak	138.00	162.00
Herman J. & Ardath J. Bergren O/E 270'		15.00
William B. & Helen L. Barnum R/W 340'		40.00
William & Olive G. Blunt R/W 500' cut six cedar trees & 1 oak & trim two oaks Gerald & Dorothy E. Blunt Beatrice Brackenbury	25.00	100.00
Doris & Wallace F. Weir R/W for anchor only		10.00
Walter R. Bolz R/W for anchor only		10.00
W. B. & Helen L. Barnum O/E may be needed	---	---

	Estimated COPCO Expense	Estimated STATE Expense
W. C. & Frank C. Earhart R/W 680' and cut six trees	$600.00	---
John Rush Lessee's Consent 50'	2.50	---
E. R. & Inas Goodwin Lessee's Consent 100'	5.00	---
C. R. Beebe Lessee's Consent 70'	3.50	---
C. B. Moffitt & J. G. Cameron Lessee's Consent 150'	7.50	---
I. W. & Marian Housechild O/E 200' cut two cottonwood trees O. L. & Lulu M. Williams	500.00	---
Claude & Nellie Ward O/E 225'	11.00	---
C. C. & Trena B. Heard O/E 600'	33.00	---
Jackson County R/W	---	---
Norman A. & Marjorie M. Kolln R/W 1000' Maude Tweed	125.00	125.00
Ray & Ada Patricia Jinks O/E 200' Carroll O. Belisle		10.00
A. F. Moss O/E 100'		10.00
Guy D. & Maxine Corliss O/E 100' C. C. & Rosalind Pittenger		10.00
Clyde C. & Rosalind Pittenger Overhang & anchor only 450'		35.00
Grace Turner O/E 260' Ruth Drews		25.00
Wilbur E. & Ilah Reed O/E 160'		10.00
B. B. & Neva M. Lowry O/E 1275'		127.50
John William & Roberta Marian Stewart R/W 500'	50.00	
Oregon California Theatres, Inc. R/W 425'	43.00	
Martin & Gertrude Heitcamp R/W 1100'	110.00	
Walter H. & Evelyn G. Leverette R/W 2760' cut 2 oaks and trim one oak	138.00	162.00
Herman J. & Ardath J. Bergren O/E 270'		15.00
William B. & Helen L. Barnum R/W 340'		40.00
William & Olive G. Blunt R/W 500' cut six cedar trees & 1 oak & trim two oaks Gerald & Dorothy E. Blunt Beatrice Brackenbury	25.00	100.00
Doris & Wallace F. Weir R/W for anchor only		10.00
Walter R. Bolz R/W for anchor only		10.00
W. B. & Helen L. Barnum O/E may be needed	---	---
Louie & Minnie D. Colver O/E 78'		5.00
Eldred R. & Eunice T. Colver R/W 125'	12.50	12.50

	Estimated COPCO Expense	Estimated STATE Expense
Myrtle B. Lee O/E 72'		5.00
Herbert H. & Norma A. Waltermire R/W 540'	27.00	27.00
D. E. & Gladys Mc Clurg R/W 650'	32.50	32.50
L. C. & Doris A. Taylor R/W 800' cut one alder & one locust & trim 1 alder	40.00	40.00
Fred & Stephanie Bohm O/E 80'		5.00
Andrew J. & Rose Munro R/W 90'	5.00	5.00
Harold C. & Sylvia I. Sloper O/E 200'		10.00
Elmer Bennett & Ruby H. Smith R/W 200'	10.00	10.00
Arthur V. & Mary A. Thompson R/W 420'	21.00	21.00
Earl E. & Freida M. Harris R/W 85' Roy & Pauline Baker	4.50	4.50
Eugene Hasenfurter R/W 460'	22.50	22.50
John C. & Rosemary B. Kesler R/W 730'	36.50	36.50
Pearl Weagant R/W 110' Lowell M. Daugherty	5.50	5.50
Ray V. & Laura Schumacher O/E 110'		6.00
Cecil C. & Gertrude Hartley R/W 410'	20.50	20.50
	1891.00	958.00
Overheads	99.00	50.00
Total	$1990.00	$1008.00

A. L. Sams
11-26-52

RECEIVED
AUG 22 1955
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 19, 1954

SUBJECT: File 21844 - Calif-Oregon Power Co.
Reimbursement for overhang easements
In connection with moving of public
Utility lines

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

Dear Mr. Williams:

You have asked me for an opinion as to the obligation of the State Highway Commission to reimburse COPCO for certain expenses incurred with the moving of its power lines on the Medford-County Farm Section of the Pacific Highway south of Medford.

It is my information that the Company had its lines along the highway boundary and that the Commission acquired additional widths and required COPCO to move its poles to the new right of way boundary. COPCO previously had acquired overhang easements over abutting private property and has considered it necessary to acquire new overhang easements for the cross-arms and wires in their new location. The claim made is for cooperation in the cost of the acquisition of such overhang easements. There have been some items of expense where the poles or fixtures were on property outside of the right of way limits, and I understand that reimbursement for these items is not contested.

Considerable historical research has been made as to past occurrences in addition to study of questions of law and, in order that this information may be compiled in one instrument, and, at the risk of being verbose, they are being set out in some detail.

As shown by the county records of 1870, a county road was established extending south of Medford. The report of the county surveyor shows this to be a road extending from near Van Dyke's to the west end of Cavanaugh Lane.

So far as here material, the Laws of 1901, at page 132, granted rights to construct, maintain and operate telegraph lines, telephone lines, and lines and wires for the purpose of conveying electric power or electricity along public roads, highways and streets of the state outside of incorporated cities or towns. This act contained the following significant language:

> "That the county courts of the several counties * * * * * shall have power and authority to designate the location upon such roads or highways * * * where such fixture may be located, and may order the location of any such fixture or fixtures to be changed when such court deems it expedient; and any fixture erected or remaining in a different location upon such highway than that designated in any county court shall be deemed a public nuisance and may be abandoned accordingly".

This act was compiled in Bellingers and Cotton's Code § 4748. The statute has been amended subsequently and is now ORS 758.010; however, the essential language has not been changed.

Jackson County Commissioner's Journal of Wednesday, March 2, 1904, shows that the Condor Water and Power Company had declared its intention to construct lines and wires for the purpose of conveying electric power and electricity and had petitioned the county court to designate the location on which the poles and other fixtures should be placed. One of the sections mentioned was "from the south boundary of the corporate limits of Medford to the north boundary of the City of Ashland, by the way of Phoenix and Talent". The language of the order reads "It is ordered that said Condor Water and Power Company be and is hereby directed to place its poles and other fixtures along the side of the highway where said poles and fixtures will interfere in the least possible manner with ordinary travel on said highways and provided that permission is hereby given said Condor Water and Power Company to construct poles and other fixtures for conveying electricity for power and all other purposes upon condition that said Condor Water and Power Company shall change its Poles and other fixtures on said highway upon their becoming a nuisance in the manner designated by #4748 of Billingers and Cotton's Annotated Codes and Statutes of Oregon."

Chapter 237, Oregon Laws 1917, created the State Highway Commission and directed the Commission to "designate, construct or cause to be constructed, a system of state highways within the State of Oregon." The Commission's report for the 1917-18 biennium, page 63, shows, inter alia, the Commission had designated the following:

> "No. 1. PACIFIC HIGHWAY--
> From Portland south via Oregon City, Salem, Albany, Eugene, Roseburg, Grants Pass, Medford and Ashland to the Oregon-California State Line."

The section south of ~~Ashland~~ Medford apparently was taken over for maintenance during the 1921-22 biennium, at which time the Commission assumed full jurisdiction.

Chapter 252, Laws of 1939, provided "That all rights of way owned or held by the several counties over and along any roads heretofore or hereafter adopted as state highways are hereby declared to be vested in the state of Oregon". I have been advised by the Permit Section of the Department that no permits have been issued to COPCO for longitudinal lines along the highway so that the designation of the location of such lines must have rested upon the order of the county court of March 2, 1904. No direct record has been found, but it is assumed that COPCO is the successor in interest to whatever rights the Condor Water and Power Company may have had and is subject to the express limitations of the original order.

PRINCIPLES OF LAW:

> "COMPELLING RELOCATION OF POLES AND WIRES.--The fact that poles in a street or highway were located in a certain place by an electric company pursuant to permission of the authorities creates no absolute, indefeasible right or irrevocable license to have such poles remain at the particular spot for all time. A change of position may be enforced where it is required by public convenience or safety to meet changing conditions or by necessary public improvements. Local authorities, however, will not be allowed to enforce orders or regulations with respect to a change of the location of poles in a street or highway which are tantamount to a denial of the owner's use of the streets or are arbitrary, capricious, unreasonable, or prohibitory in their nature or effect. The right to compel a change has been questioned on various constitutional grounds but without success. Some jurisdictions have provided by statute that the public authorities may direct a change of location of the poles. An electric company occupying a highway under a franchise has only a permissive and subordinate right, which exists only so long as it does not interfere with the primary right of the public to use the highway for the purpose of travel in the ordinary modes. Interference with improving a highway for better traveling is necessarily an incidental interference with public travel. So, where a statute imposes upon the electric company the duty of removing its poles and wires when they constitute obstructions to the traveling public, the company is bound to remove and reset them at its own expense when they interfere materially with the work of permanently improving the highway. The duty of the company in that respect is to be determined by the necessity of the case." -- 18 Am. Jur., Electricity, §18.

> "Thus, it has been held that a public service corporation maintaining poles in a public street or highway under a

> franchise may be required at its own expense to change their location, where the present location interferes with a contemplated improvement of such public way, and the order is not unreasonable and is devoid of fraud and corruption". -- Notes, L.R.A. 1917 D, p. 663.
>
> "And the original location of poles in a street by a public service corporation, pursuant to permission of the authorities, creates no absolute, indefeasible right or irrevocable license to have such poles remain at the particular spot for all time; wherefore the public authorities may enforce reasonable regulations requiring such a company to change the location of its poles in a street."-- Notes, L.R.A. 1917 D, p. 664.

It is fundamental that no board, commission, municipality or county can, where the matter is covered by legislative enactment, grant a franchise which is broader in its scope than the authority delegated in the legislative enactment (see Salem vs. Anson, 40 Ore. 339 and 22 Ops. Atty. Gen. 210) so that COPCO and its predecessor in interest have at all times been subject to the language of the statute.

Some of the cases point out that power companies occupying public rights of way under franchises may be required to place their wires underground or remove the lines from the highway entirely, providing that the full width is needed for public improvement and that the action taken is not capricious or arbitrary.

CONCLUSIONS:

It would appear to me that when the Power Company elected for its own convenience and economy of operations to install poles with crossarms overhanging adjoining private property it did so for its own special use and benefit and that the public should not be penalized in further public improvement of the highway by the necessity for the expenditure of public funds by reason of such overhang. It is conceivable that the company could have installed its wires on an arm extending only on the highway side. That it elected to do something different is a matter for its own choice.

It, therefore, is my recommendation that the claim of COPCO for cooperation in securing additional easements be denied.

Very truly yours,

CWEnfield
C. W. ENFIELD
Chief Counsel

JWD:CWE:mb

NOTED
L. H. Young

FORM E-30 25M 9-51 92315

FI 152(3)

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 16, 1954

SUBJECT:

To:

Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

I recently held a conference and job inspection of the Medford-County Farm Section of US99 in Jackson County, with Mr. Edwards, Mr. Young and myself representing the State and Mr. T. W. Thomas representing himself as contractor. You are familiar with the events leading up to this matter.

As a result of the inspection and conference, Mr. Thomas agreed to remove by digging out any of the soft spots which had occurred in the grade and to make repairs by filling with suitable aggregates and paving. In this connection, Mr. Thomas has handed us a letter, copy of which I attach for your information.

It is proposed that Mr. Thomas will do the actual excavating and backfilling and that the State, at Mr. Thomas's expense, will place the paving as there is no commercial plant in the area and the quantities are extremely small. It is anticipated that the State will have a paving plant in the area about March 24. It is also proposed to seal this job under the contract at a later date. Details of this have not, as yet, come in from the field.

Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:js

cc Tom Edwards

RECEIVED
MAR 16 1954

Subject: Paving Repair
Medford-County Farm
Contract No. 3792

Oregon State Highway Commission
Salem, Oregon

Attention: Forrest Cooper

Dear Sir

Pursuant to our conference with you and Tom Edwards and L. H. Young at Medford on Wednesday, March 3, we wish to signify our intent to repair the paving breaks in the above named section.

We will begin repair of these sections on or about March 22, 1954, it being our understanding that you will have a paving plant in operation at Medford on or about that date, and that we can secure asphaltic concrete mix from your plant at your cost.

Very truly yours

T. W. Thomas

T. W. THOMAS

NOTED
FORREST COOPER

BFI-35(7) Shogren-Rowena Unit, Mosier- 1952
The Dalles Sec., Columbia
#3793 River Hwy. Folder # 1

RECEIVED
AUG 1 1952
FOR FILING

B71

July 31, 1952

Mr. E. F. Kidder, Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Street
Portland 12, Oregon

Dear Sir:

On January 11, 1952 we submitted to you encroachment maps for the Rowena Tunnel Section and Parts 1 and 2 of the Rowena-Chenoweth Creek Section, Columbia River Highway. Since that date we have had almost continuous correspondence relative to different features of the new highway and railroad realignment and other matters pertaining to the encroachments. It is now believed that the Highway Department has complied with the Railroad Company's request for all alterations and revisions and that as of this date we are in agreement.

Under date of July 24 we submitted to you a final revision in which we agreed, if the Railroad Company demanded, to hold the slopes of the highway fill 50 feet horizontally from the railroad subgrade. We did, however, request that in line with former agreements we be permitted a slope easement where the fill slope would be a minimum of 50 feet from the railroad center line at subgrade. This matter we will be able to work out with you satisfactorily.

We called for and received a satisfactory bid on the Rowena Tunnel Section on July 10, and we are extremely anxious to award this contract at a very early date. Therefore, we respectfully request that you immediately ask your management to grant the State Highway Commission a permit of entry on the Rowena Tunnel Section, so that we may award the contract. It is understood that the State Highway Commission will sign the agreement in conformance with the Railroad Company's usual requirements upon presentation of such agreement.

May we have your early advice as to the date that we may expect a permit of entry.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. W. C. Williams

RECEIVED
JUL 1952
FOR FILING

773

RECEIVED

July 24, 1952

Mr. E. F. Kidder, Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Street
Portland 12, Oregon

Dear Sir:

In answer to your letter of July 17, your File D 315-2-41, which refers to your letter of June 26, your File D 315-2-41, I am now submitting, under separate cover, three copies of the encroachment map revised so that the highway fill at sections G-G and H-H does not require a slope easement on the 50-foot right of way which the Railroad Company wishes to reserve.

We did not change this when we sent in the encroachment from Stations 1970 to 2006, because we thought it was clearly understood from our previous agreements that the Railroad Company would permit slope easement within the 50-foot line where the railroad is on a fill. It has been the established policy with all the railroads in the Northwest that the toe of the fill be permitted on the railroad right of way as a slope easement if the slopes of the highway fill be not closer than 50 feet measured horizontally from the railroad subgrade.

In this particular case, we are required to move out 20 feet farther than we would be if the ground between the highway and railroad were approximately the elevation of your subgrade. It is possible to do so in this instance without any material increase in cost, but there could well be cases wherein the cost would be material. Since we would merely be building a part of a fill that the Railroad Company would need when widening is done, I can not see why you should object. I discussed this feature with Mr. Perkins at the time of our joint inspection trip along the Columbia River and thought it had been understood and approved.

I would appreciate it if you would request your management to reconsider this and accept the original slope easement which we submitted, as that follows the standard practice, and it is thought there must have been some misunderstanding or misconception of the plans when it was denied. However, I am forwarding the new map in order to expedite the matter, since we have already received bids on this work and in this particular instance will accept whichever alignment your management decides upon.

Very truly yours,

R. H. Baldock
State Highway Engineer

HGS:AR RHB:me
cc Mr. H. G. Smith

FORM 2552
7-49-100M

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 North Larrabee Avenue
Portland 12, Oregon

JULY 28, 1952

(D 315-2-41)

Mr. R. H. Baldock,
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Re: Rowena-The Dalles Section,
Columbia River Highway

Replying to your letter of July 24th, with which you transmitted prints showing revision of Highway encroachments between Highway Stations 1870 and 1876:

It is apparent that underlying reason for requesting these revisions has not been made known to you. Last spring the Railroad had a costly experience when a gasoline truck left the highway and came to rest on the track a few seconds ahead of a mail train with the result the train and much of its contents were damaged by fire. This experience has caused a re-examination of the Railroad's position with respect to highway encroachments with the result that it is now felt no encroachments should be entertained extending closer than 50 feet from the nearest track and the level of the highway below or not above that of the railroad. There no doubt will be occasions when this can not be adhered to, but exceptions can be expected only when a thorough examination shows compliance with the requirement to be impossible or unjustifiably expensive.

In the instant case it is not believed either of these conditions is encountered. The revisions will be submitted to my principals with my recommendation for approval.

An exception to the above requirements is being made in the case of the line change around Tunnel No. 3 (Rowena). It is thought the proposed alignment, which in general will form a trough 13 feet or more deep between the fill sections of the railroad and highway, will provide protection to the Railroad. In the excavation section and the transitions from fill to excavation, a barrier along the highway, sufficient to confine highway traffic, will be required.

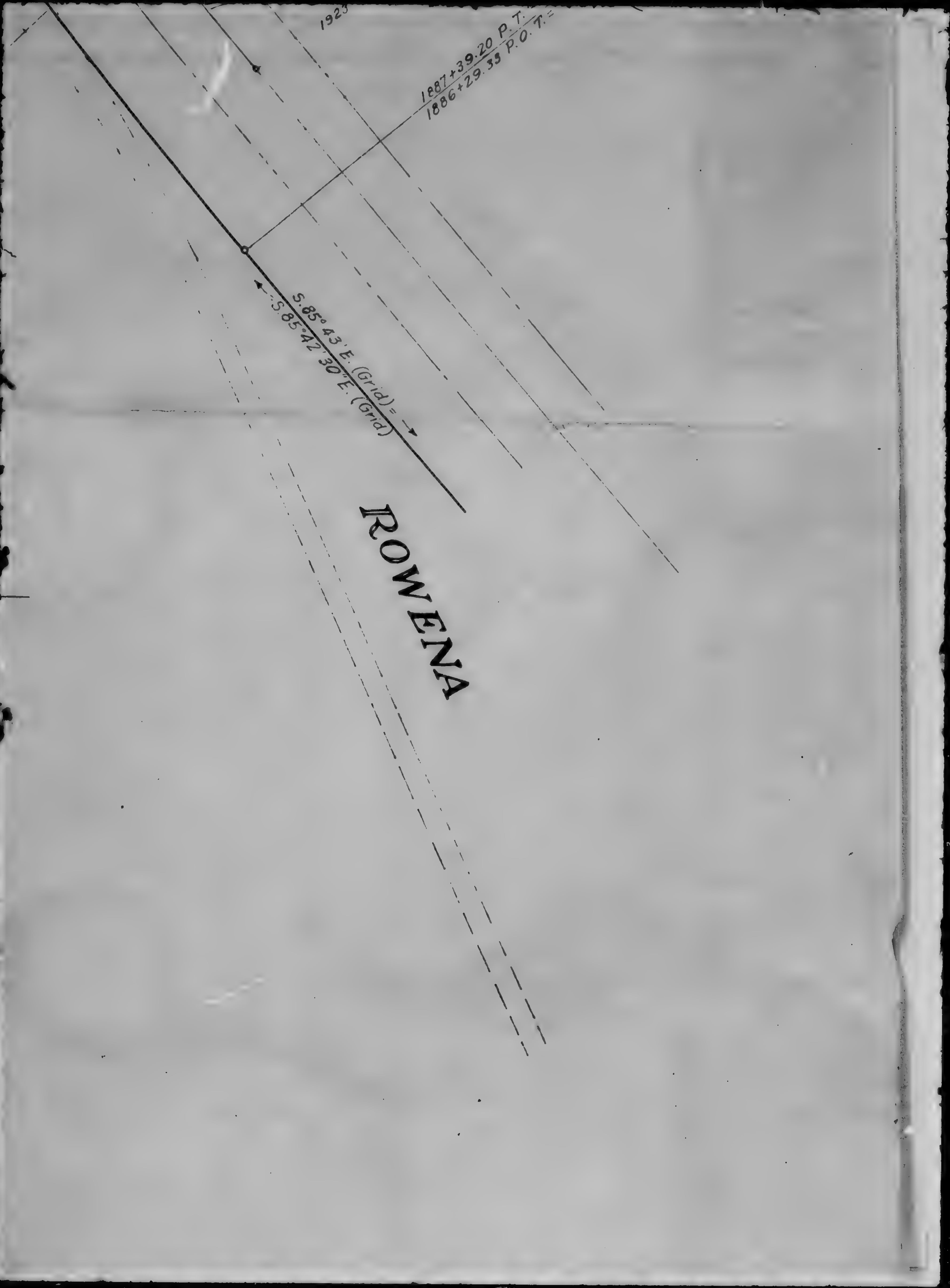
Regarding the future widening of the highway to four lanes, my principals have indicated a further encroachment upon the Railroad to the extent that will permit the reduction of the trough between the two grades to 10 feet in depth will be considered when the construction is proposed. This will permit, with some adjustments, the 29-foot or 34-foot half roadbed sections your office has indicated can be used in tight locations. This will leave some leeway in making the four-lane improvement.

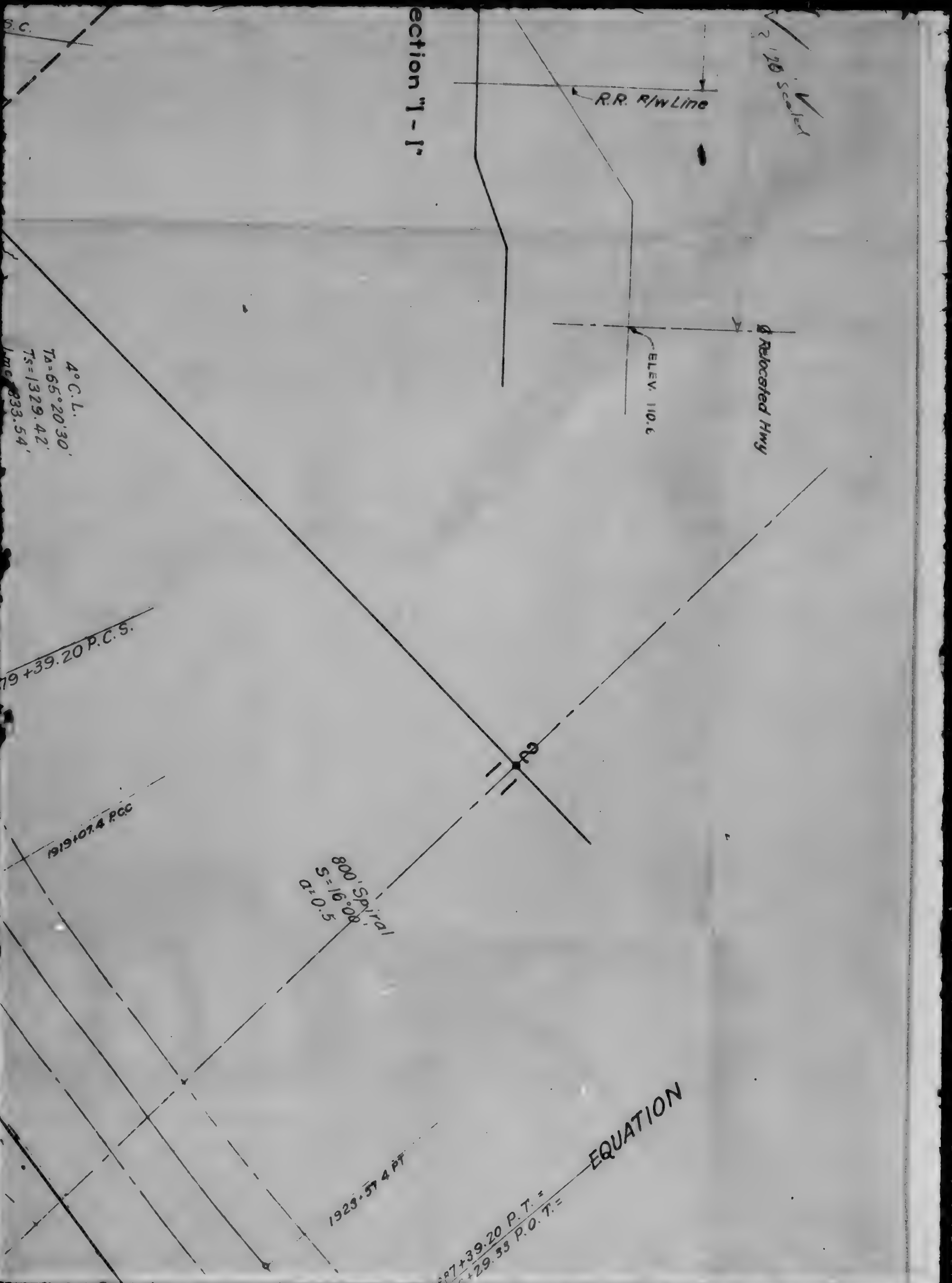
There is being returned herewith a print of the line change section on which additional information and corrections desired are indicated in red. Please have drawing corrected as indicated, furnishing me three (3) prints and a reproduceable when completed, so that it may be used as an exhibit in the agreement. Early return of the drawing will be appreciated as it will take some time to get the agreement out.

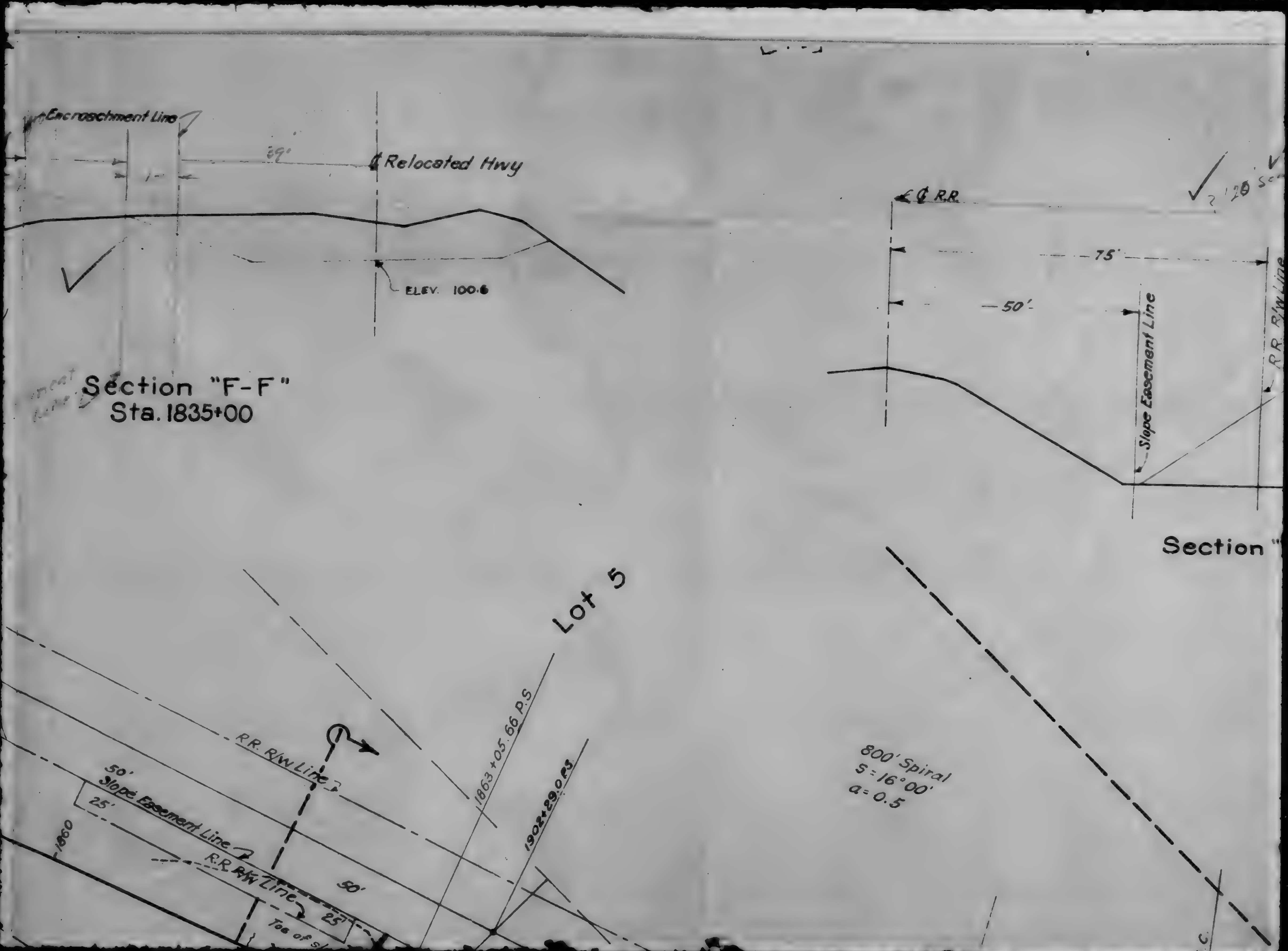
Yours very truly,

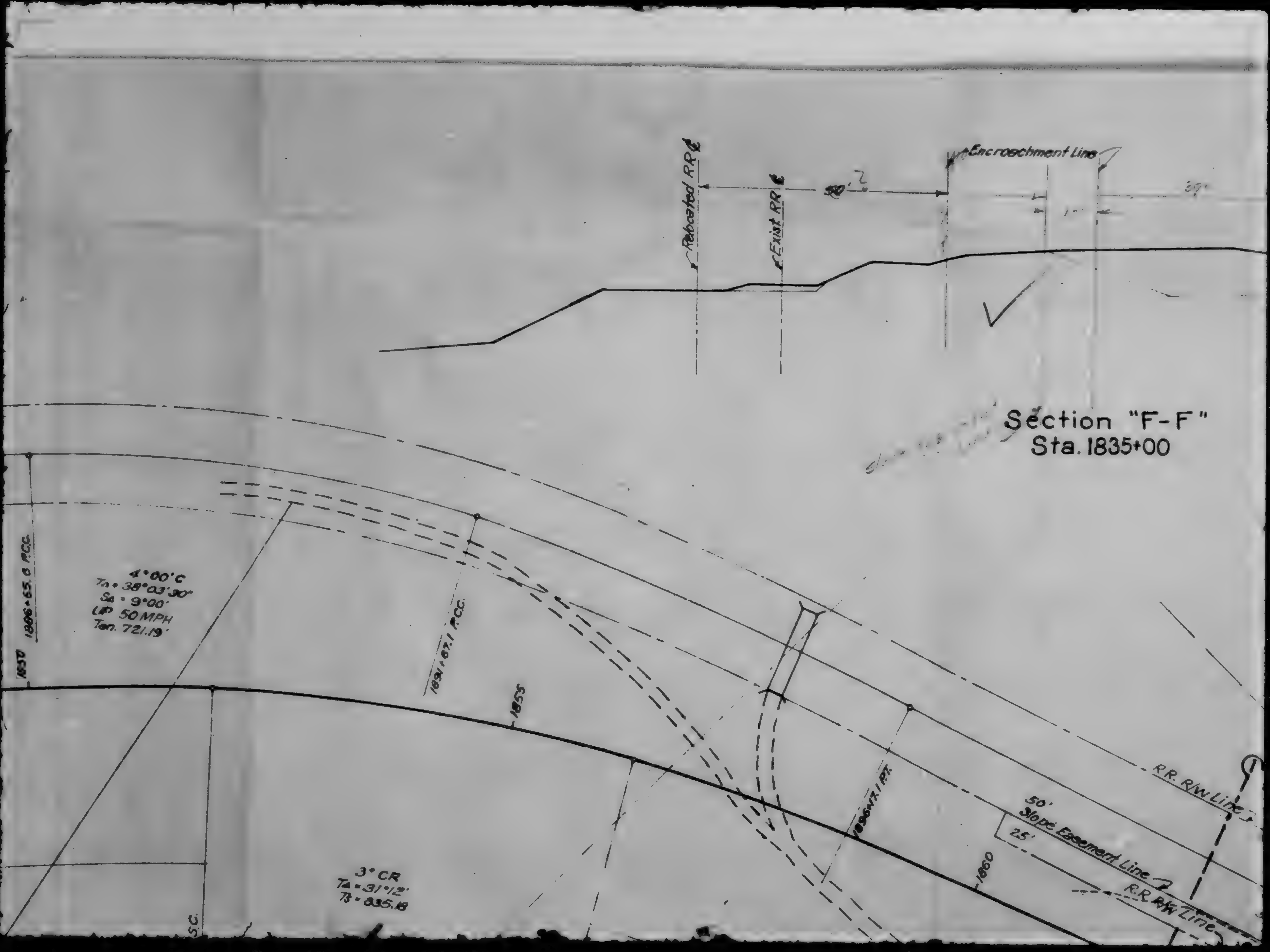
E F Kidder
E. F. Kidder,
Division Engineer

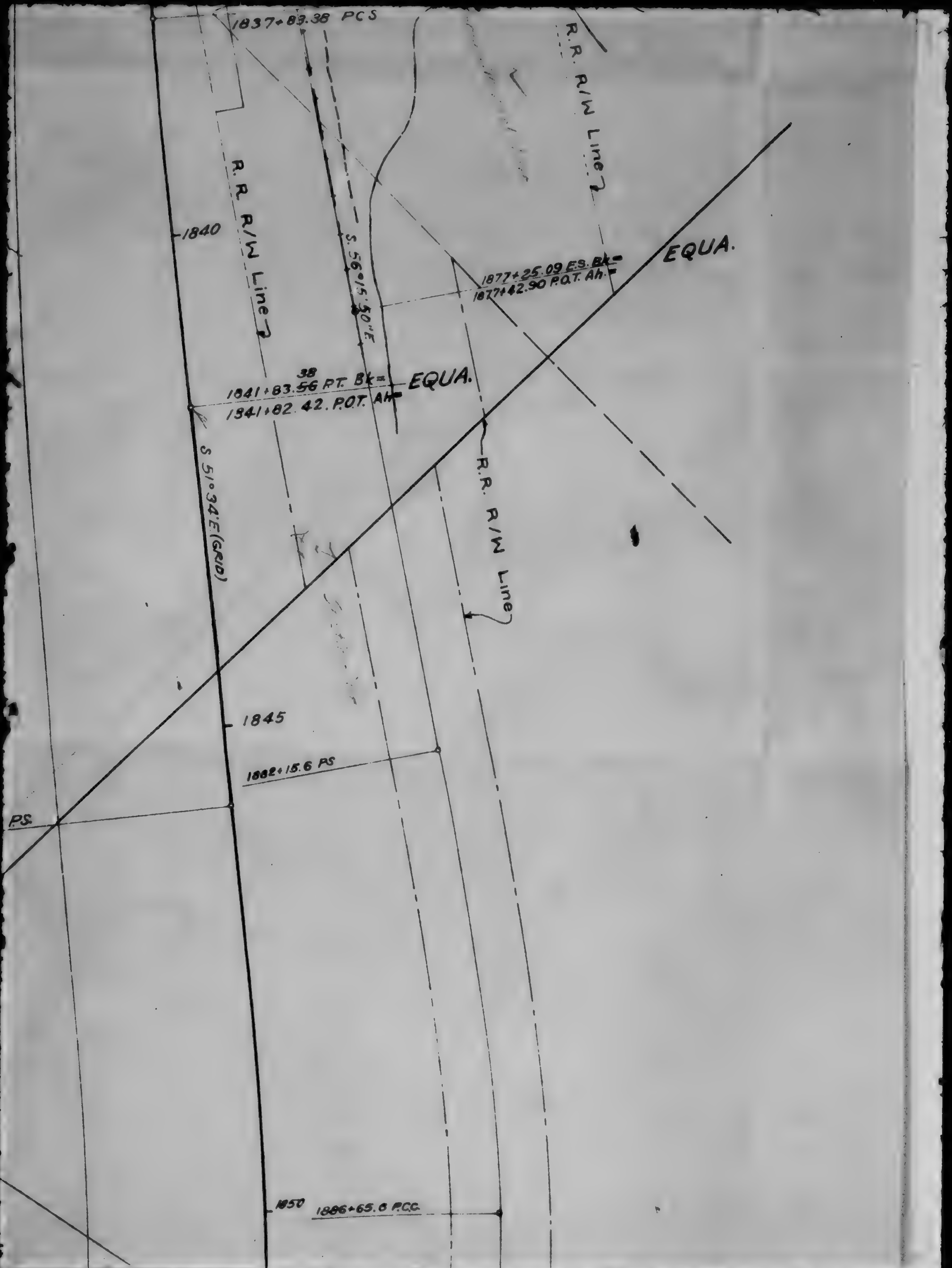
RECEIVED
AUG 4 1952
OFFICE OF
STATE HIGHWAY ENGINEER

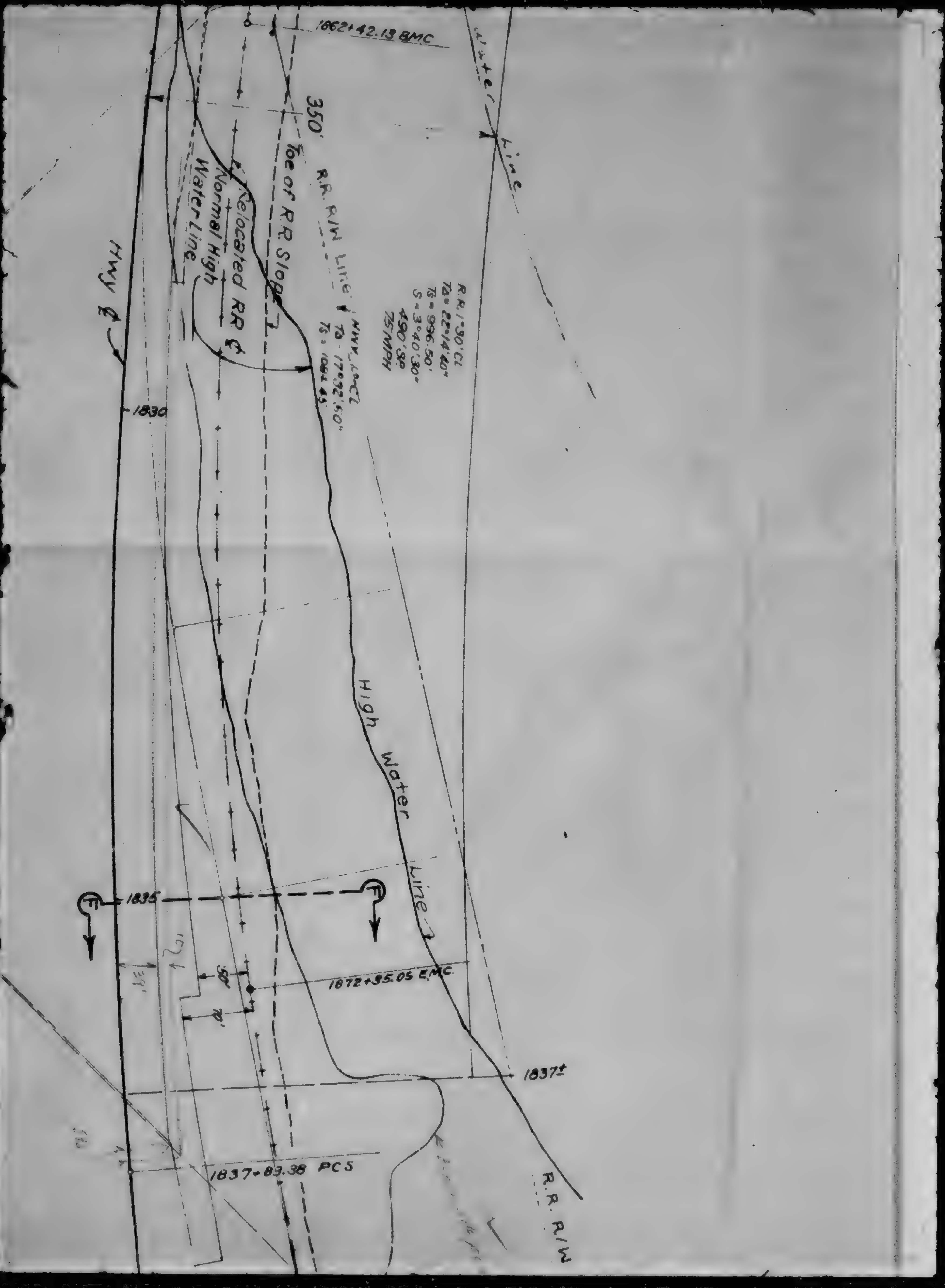

1923
1887+39.20 P.T.
1886+29.33 P.O.T.=
S.85°43'E. (Grid)=
S.85°42'30"E. (Grid)
ROWENA

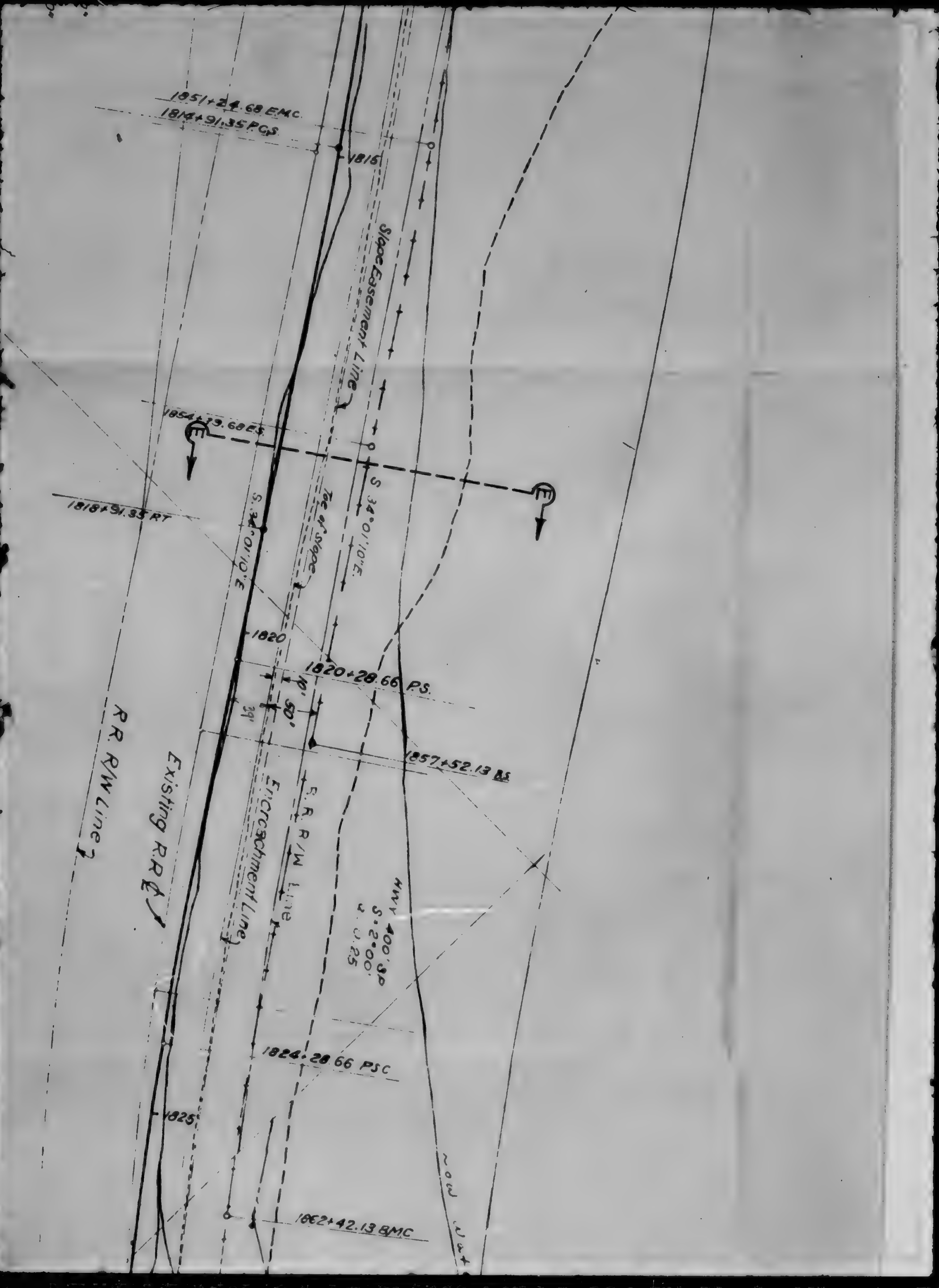

S.C.
ection "I-I"
R.R. R/w Line
2'20 scaled
ELEV. 110.6
℄ Relocated Hwy
4°C.L.
Ta=65°20'30'
Ts=1329.42'
Lmc 833.54'
79+39.20 P.C.S.
1919+07.4 P.C.C
800' Spiral
S=16°00'
a=0.5
1923+57.4 PT
EQUATION
687+39.20 P.T. =
6+29.33 P.O.T. =

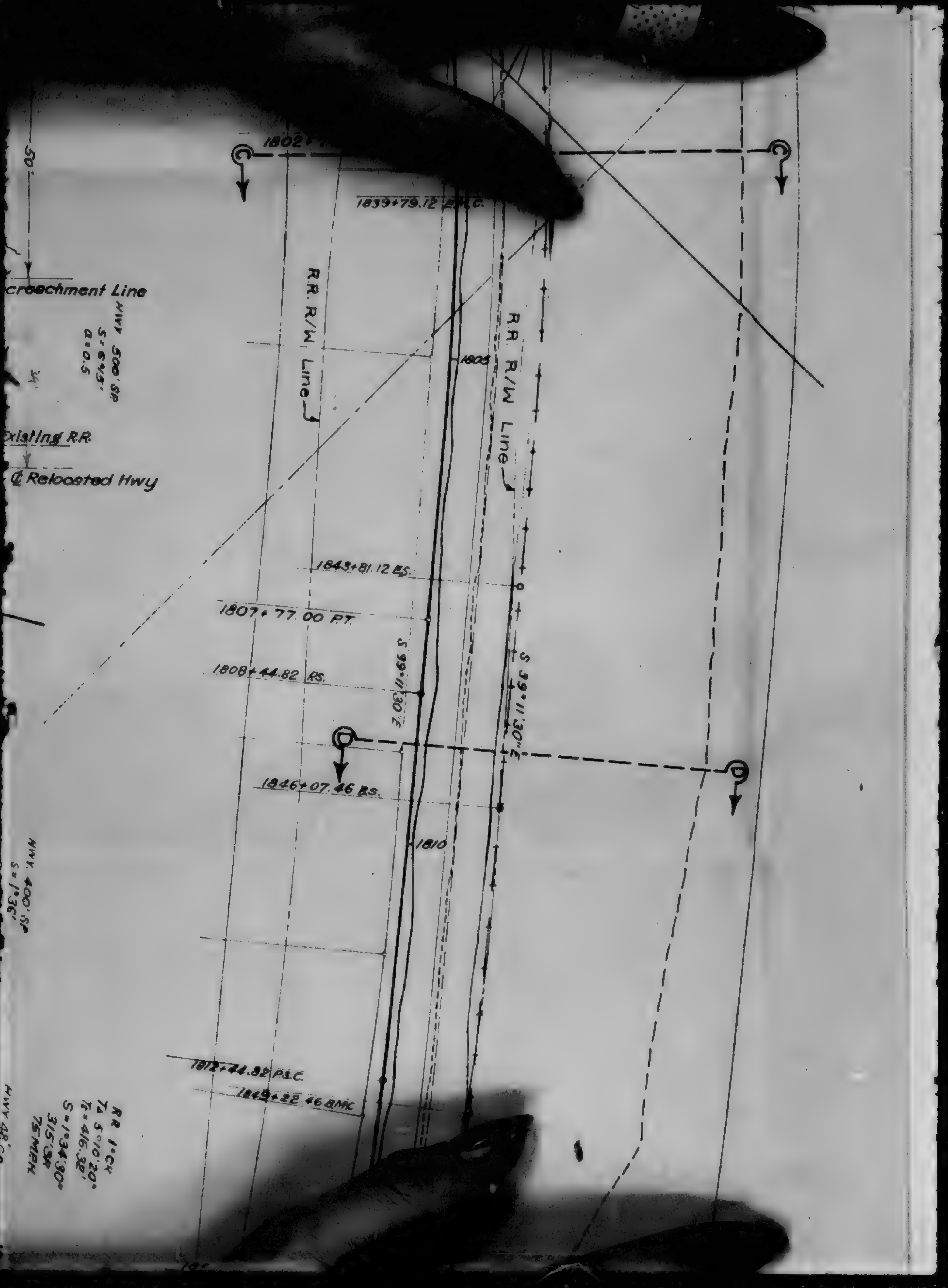

Encroachment Line
39'
1'
℄ Relocated Hwy
ELEV. 100.6
Section "F-F"
Sta. 1835+00
℄ R.R.
75'
50'
Slope Easement Line
R.R. R/w Line
Section "
2 1/2" 20' Sc
Lot 5
1863+05.66 P.S
1902+29.0 P.S.
R.R. R/w Line
50'
Slope Easement Line
25'
1860
R.R. R/w Line
50'
25'
Toe of S
800' Spiral
S=16°00'
a=0.5
C.


Relocated RR ℄
Exist RR ℄
Encroachment Line
50'
Section "F-F"
Sta. 1835+00
1886+65.0 P.C.C.
1850
4°00'C
Ta = 38°03'30"
Sa = 9°00'
UP 50 MPH
Tan. 721.19'
1891+67.1 P.C.C.
1855
1896+47.1 P.T.
1860
3° CR
Ta = 31°12'
T3 = 835.18
S.C.
R.R. R/W Line
50'
Slope Easement Line
25'
R.R. R/W Line

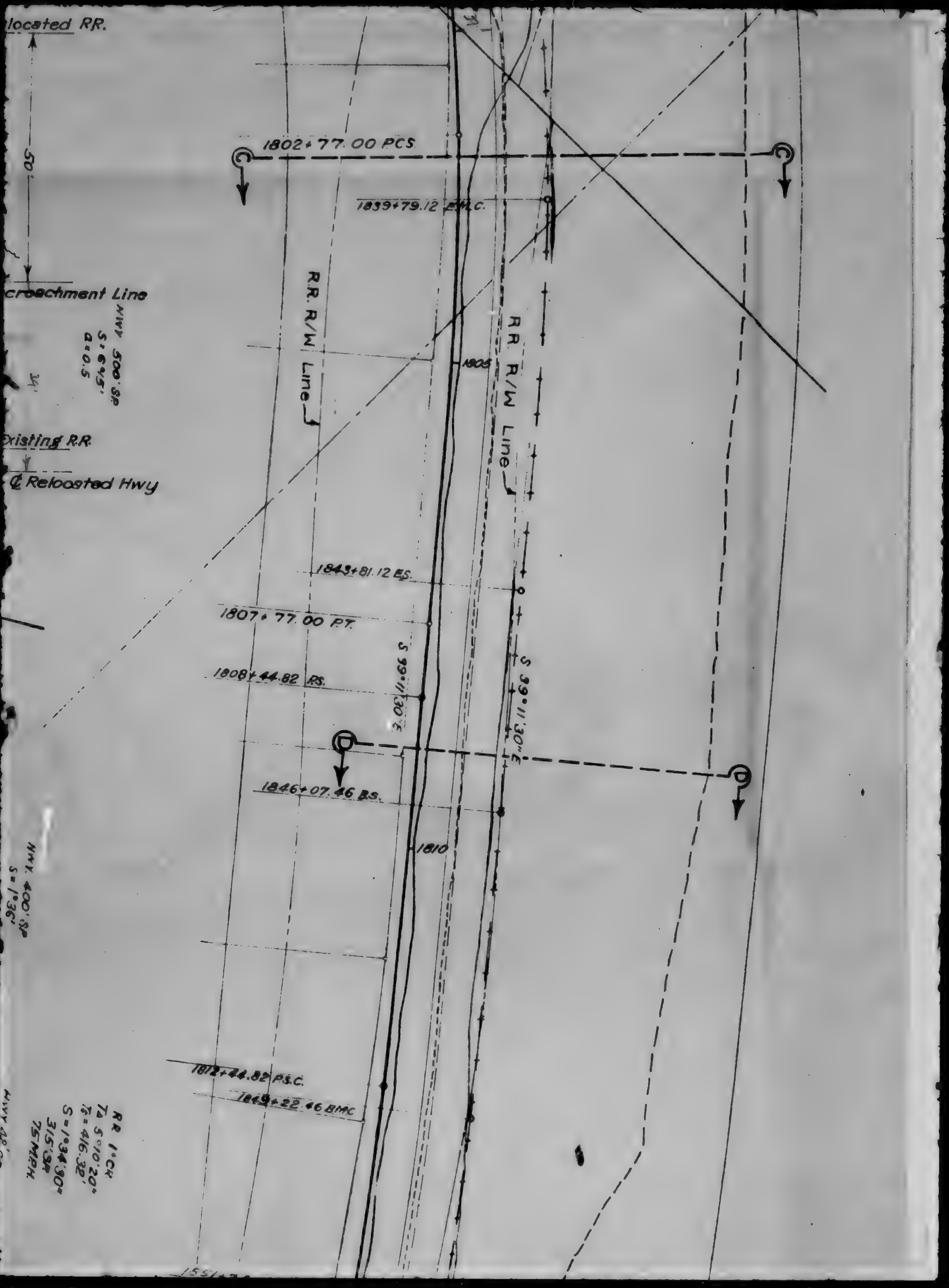

1837+83.38 PCS
R.R. R/W Line
R.R. R/W Line
1840
S. 56°15'30"E
EQUA.
1877+25.09 E.S. Bk=
1877+42.90 P.O.T. Ah=
38
1841+83.56 PT. Bk=
1841+82.42. P.O.T. Ah=
EQUA.
S 51°34'E (GRID)
R.R. R/W Line
1845
1882+15.6 PS
PS.
1850
1886+65.6 P.C.C.

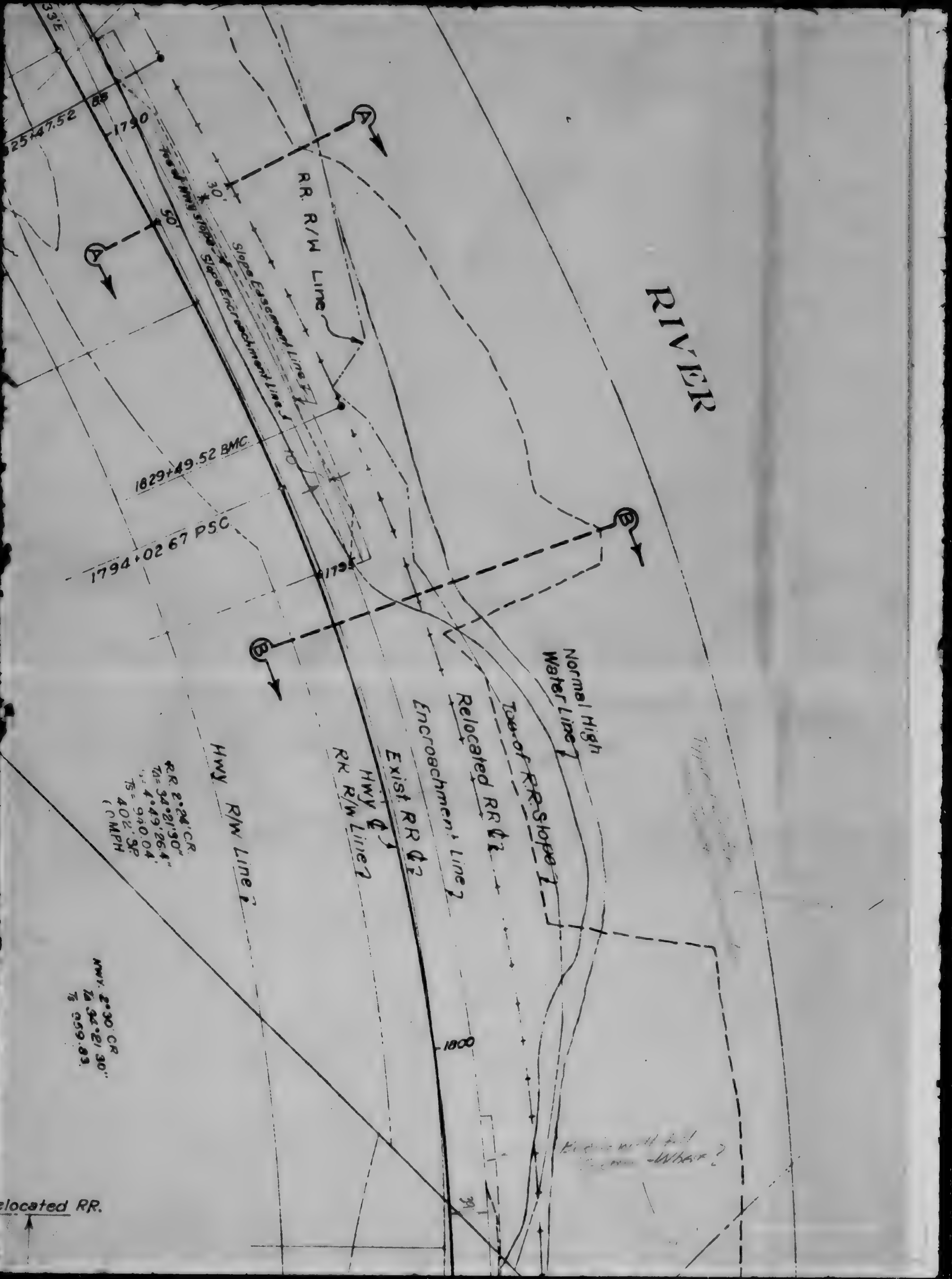

1862+42.13 BMC
Water Line
350'
Toe of R.R. Slope
R.R. R/W Line
Relocated RR ℄
Normal High Water Line
Hwy ℄
R.R. 1°30' CL
TA = 22°14'40"
TS = 996.50'
S = 3°40'30"
490' SP
75 MPH
HWY ℄ CL
TA · 17°32'50"
TS = 1004.45'
1830
High Water Line
1835
F
F
12'
39'
50'
1872+35.05 EMC
70'
1837±
1837+83.38 PCS
R.R. R/W

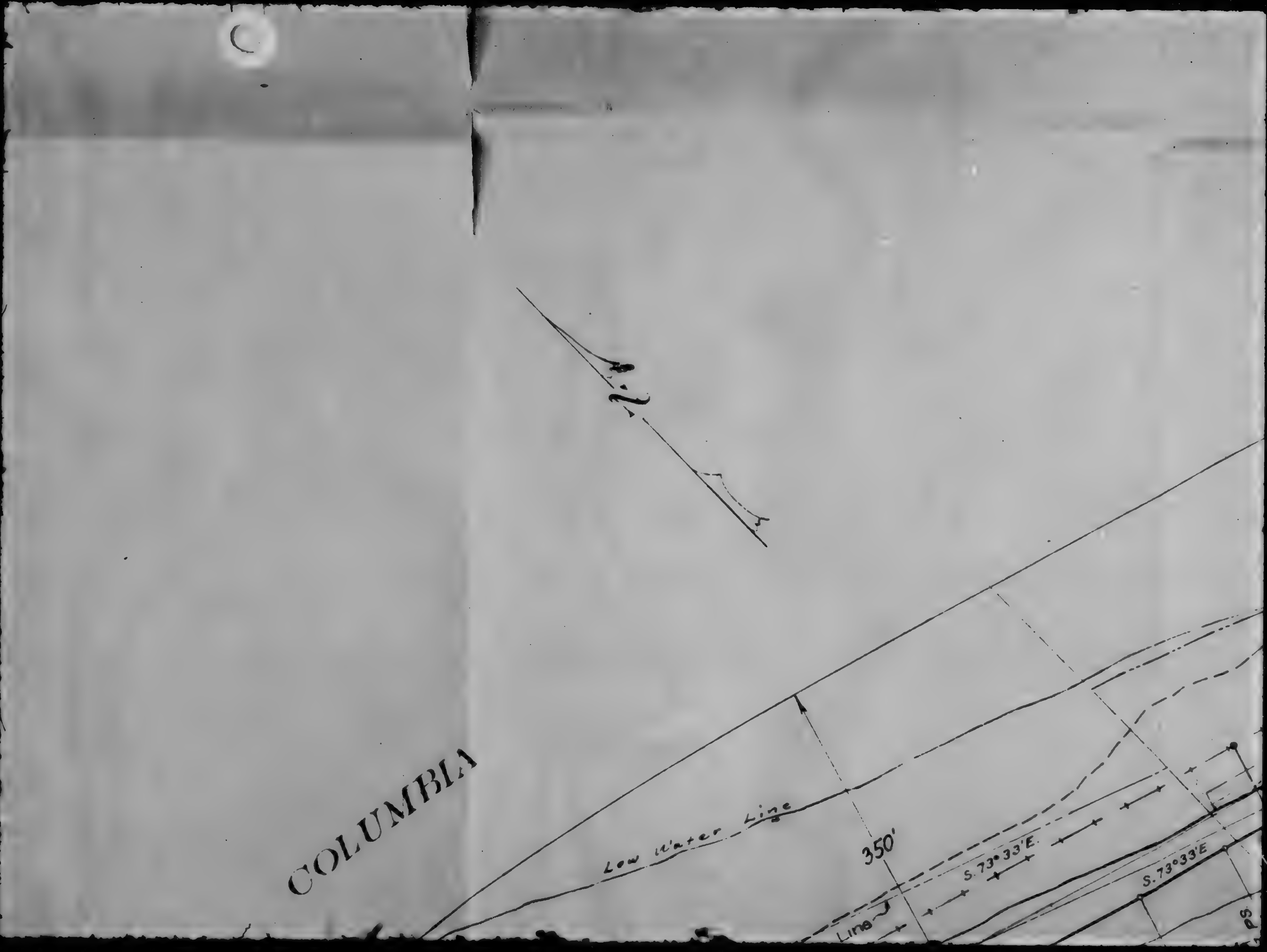

1851+24.68 E.M.C.
1814+91.35 P.C.S.
1816
Slope Easement Line
1854+79.68 E.S.
1818+91.35 P.T.
S. 34°01'10" E.
S. 34°01'10" E.
Toe of Slope
1820
1820+28.66 P.S.
10'
50'
39'
1857+52.13 B.S.
R.R. R/W Line
Existing R.R. ℄
Encroachment Line
R.R. R/W Line
HWY 400' SP
S.2°00'
0.25
1824+28.66 P.S.C.
1825
1862+42.13 B.M.C.



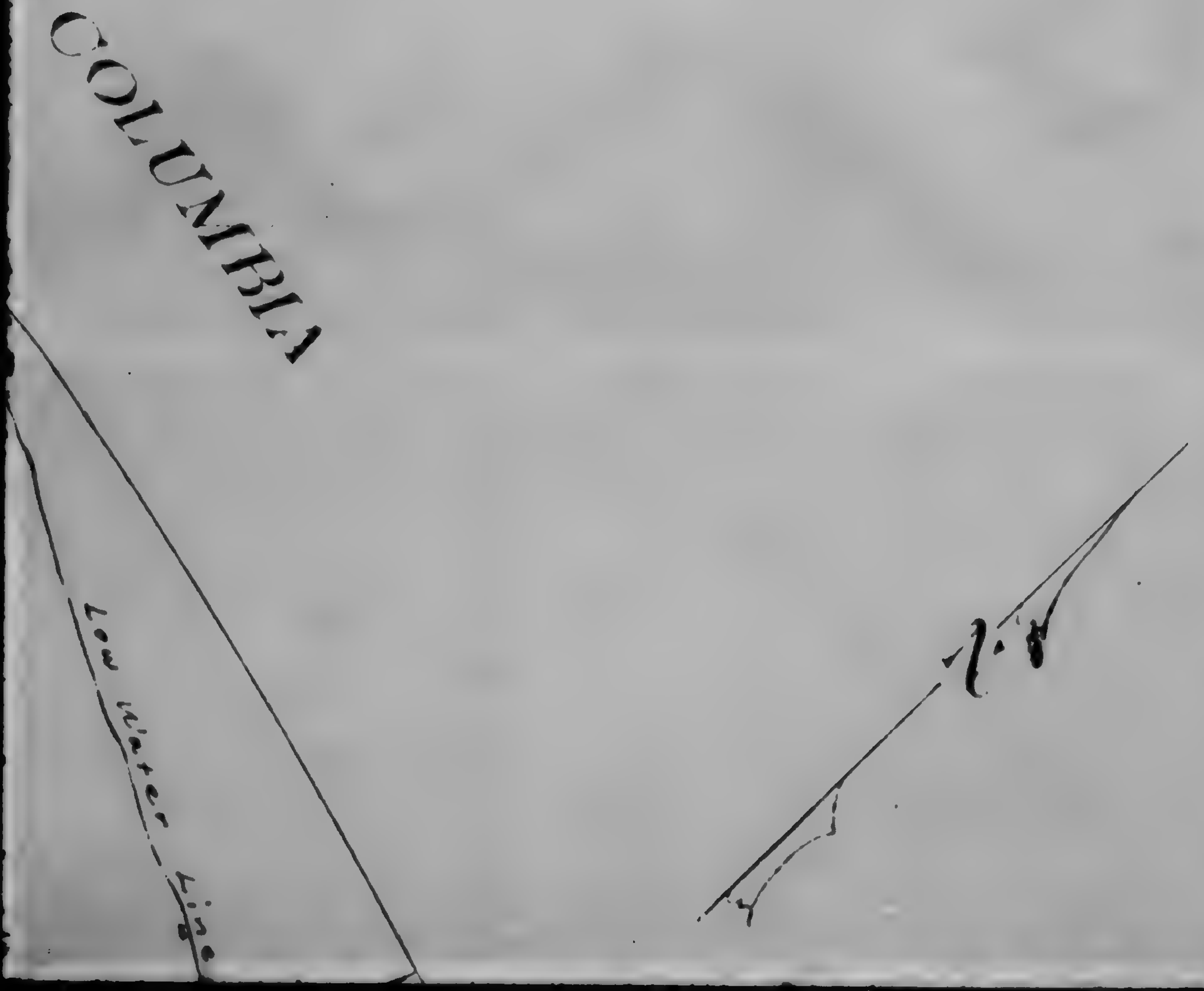
1802+
50'
1839+79.12 E.P.C.
croachment Line
HWY 500' SP
S: 6°45'
a: 0.5
Existing R.R.
℄ Relocated Hwy
R.R. R/W Line
R.R. R/W Line
1805
1843+81.12 E.S.
1807+77.00 P.T.
S 39°11'30" E
S 39°11'30" E
1808+44.82 P.S.
C
C
D
D
1846+07.46 B.S.
1810
HWY 400' SP
S = 1°36'
1812+44.82 P.S.C.
1849+22.46 B.M.C.
RR 1° CK
TA 5°10'20"
TS = 416.32'
S = 1°34'30"
315' SP
75 MPH
HWY 48' CR

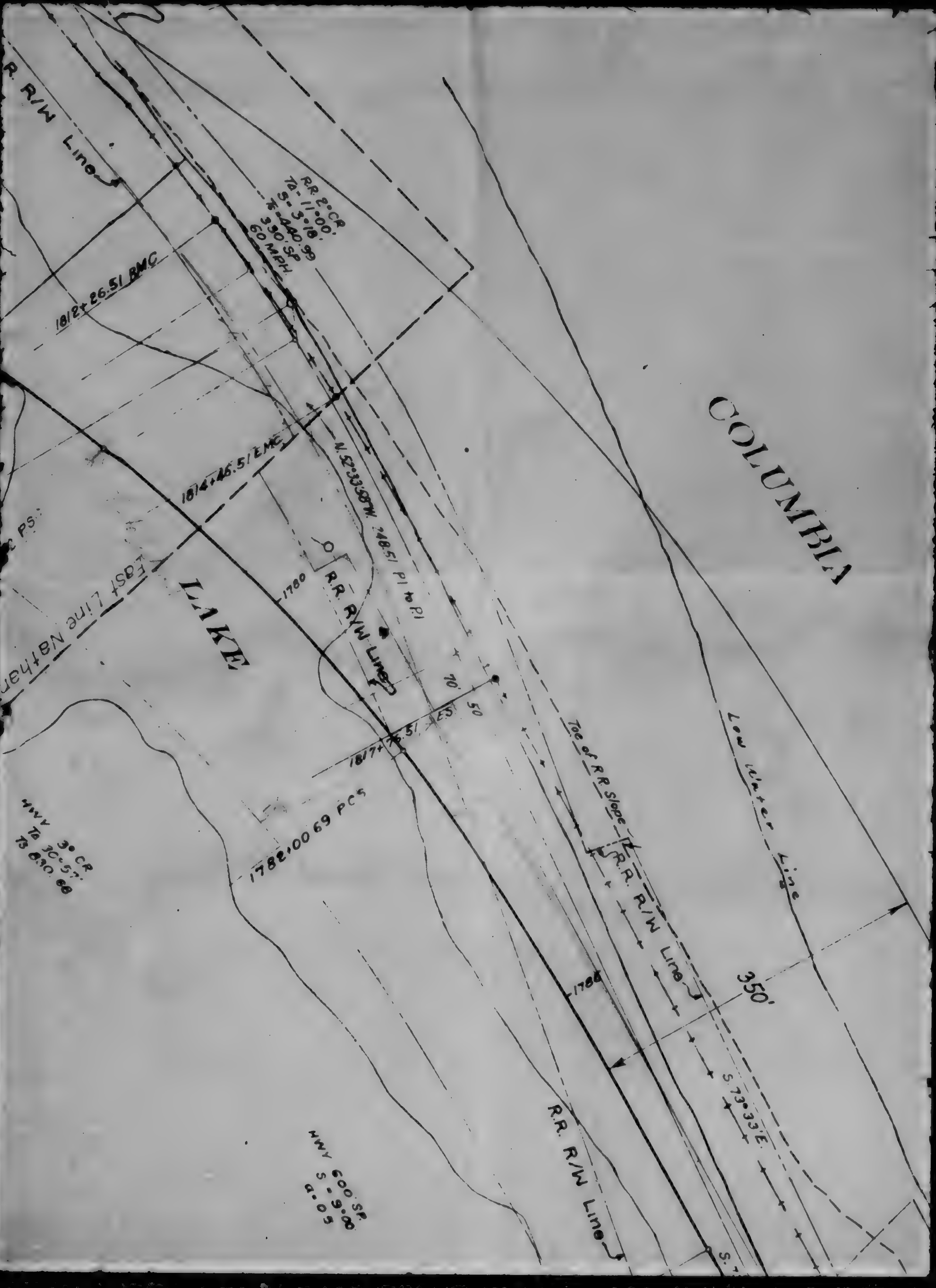

located RR.
50'
croachment Line
HWY 500' SP
S=6°45'
Δ=0.5
Existing R.R.
℄ Relocated Hwy
1802+77.00 P.C.S.
C
C
1839+79.12 E.M.C.
R.R. R/W Line
R.R. R/W Line
1805
1843+81.12 E.S.
1807+77.00 P.T.
1808+44.82 P.S.
S 39°11'30" E
S 39°11'30" E
D
D
1846+07.46 B.S.
1810
HWY 400' SP
S=1°36'
1812+44.82 P.S.C.
1849+22.46 B.M.C.
RR 1° CR.
TΔ 5°10'20"
TS=416.32'
S=1°34'30"
315' SP
75 M.P.H.
HWY 48' GR

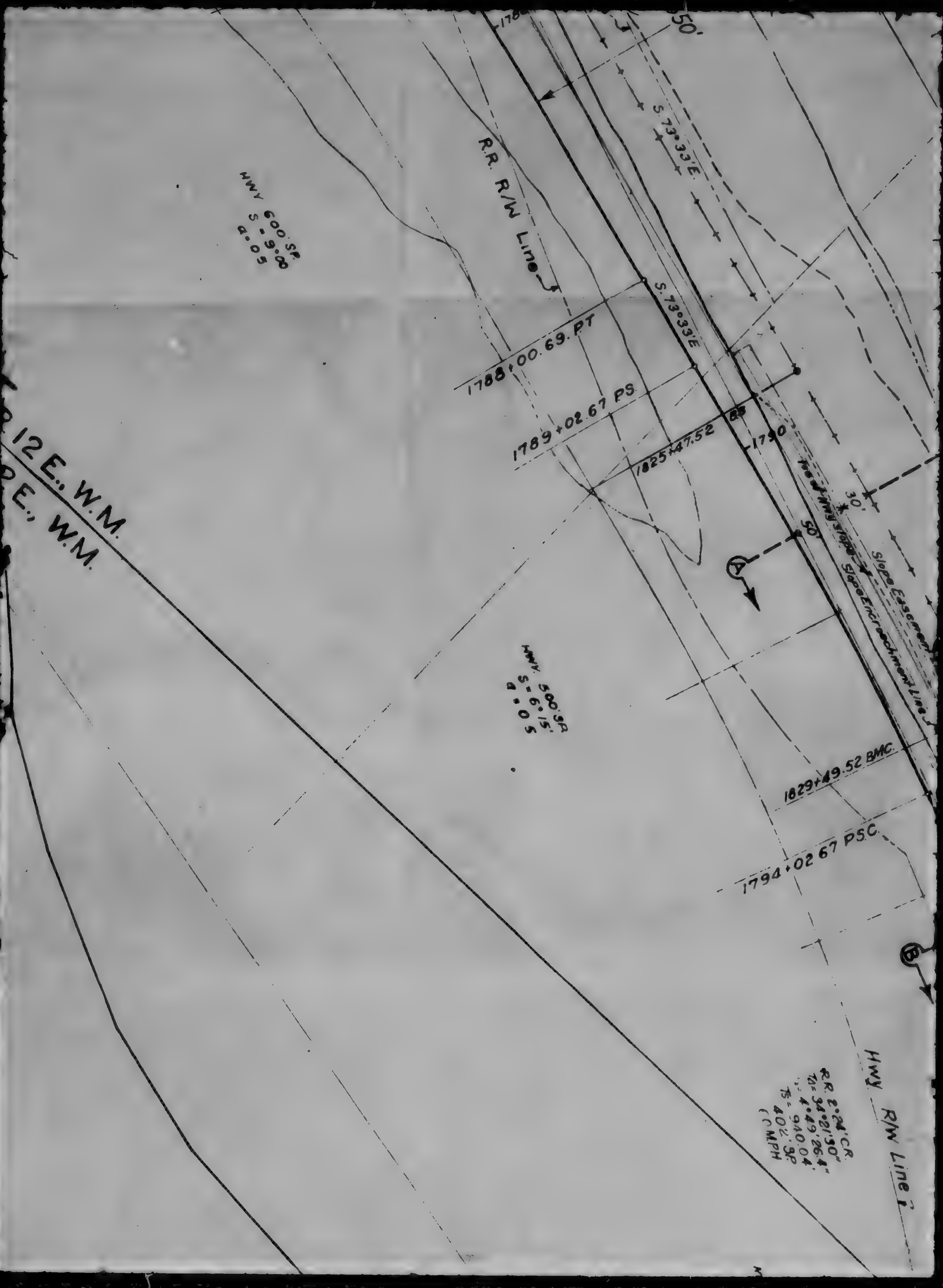
33'E
825+47.52
85
1790
A
A
30'
50'
R.R. R/W Line
Slope Easement Line
Slope Encroachment Line
1829+49.52 BMC
1794+02.67 PSC
1795
10
RIVER
B
B
Normal High Water Line
Toe of R.R. Slope
Relocated RR ℄
Encroachment Line
Exist RR ℄
Hwy ℄
RR R/W Line
Hwy R/W Line
R.R. 2°24' CR.
Δ= 34°21'30"
4°49'26.4"
T= 940.04
402.38
60 MPH
HWY. 2°30' CR
Δ 34°21'30"
T 959.83
1800
elocated RR.


COLUMBIA
Low Water Line
350'
Line
S.73°33'E.
S.73°33'E
PS

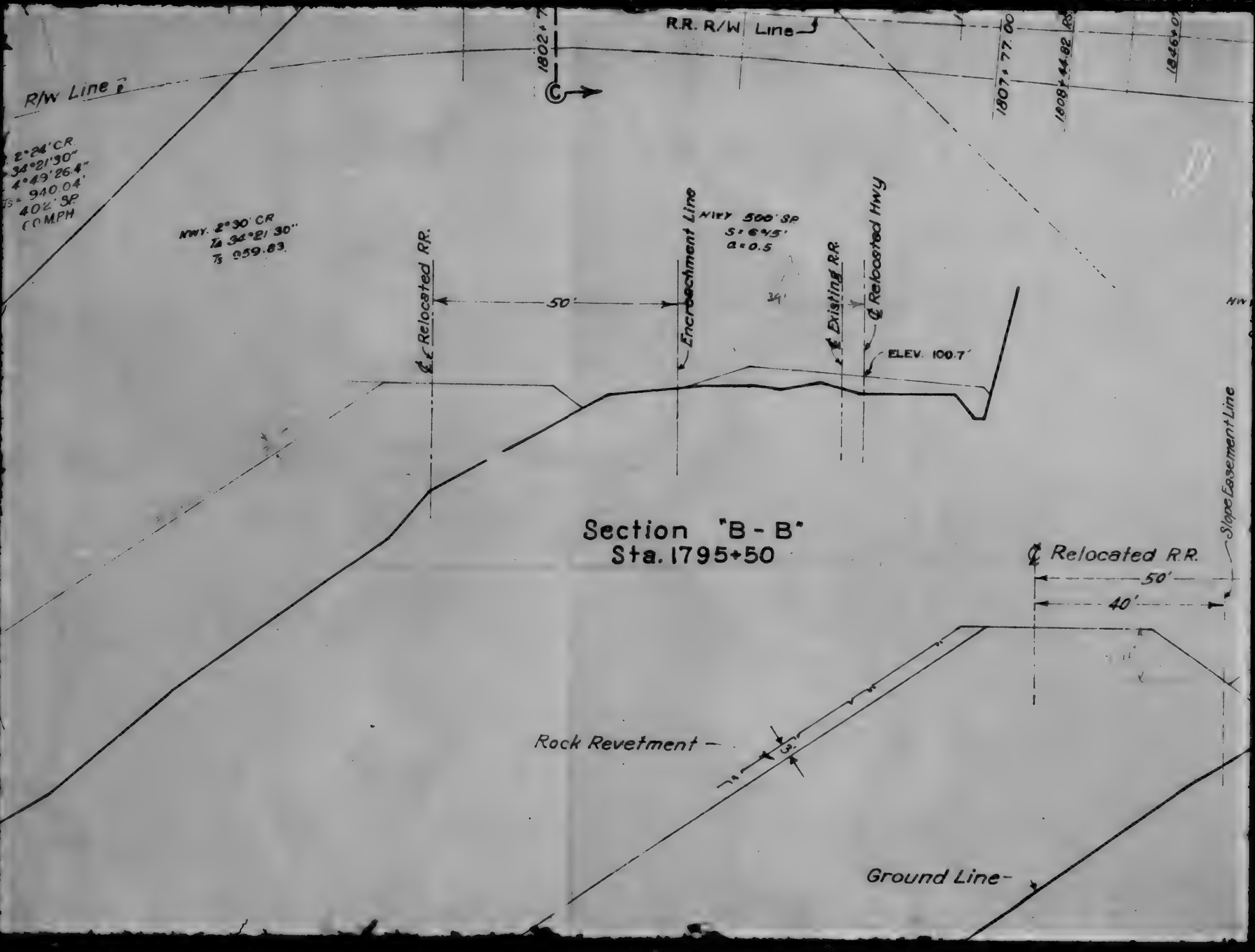
18-11-10


COLUMBIA
Low Water Line


R. R/W Line
RR 2°CR
TA-11°00'
S-3°18'
Ts-440.99
330' SP
60 MPH
1812+26.51 BMC
1814+46.51 EMC
N. 82°33'08"W. 248.51 PI to PI
C PS
East Line Nathan
LAKE
1780
R.R. R/W Line
70'
50
ES
1817+76.51
1782+00.69 PCS
COLUMBIA
Toe of R.R. Slope
R.R. R/W Line
Low Water Line
350'
1786
S. 73°33'E.
R.R. R/W Line
HWY 3° CR
Ta 30°57'
Ts 630.68
HWY 600' SP
S-9°00
a-05

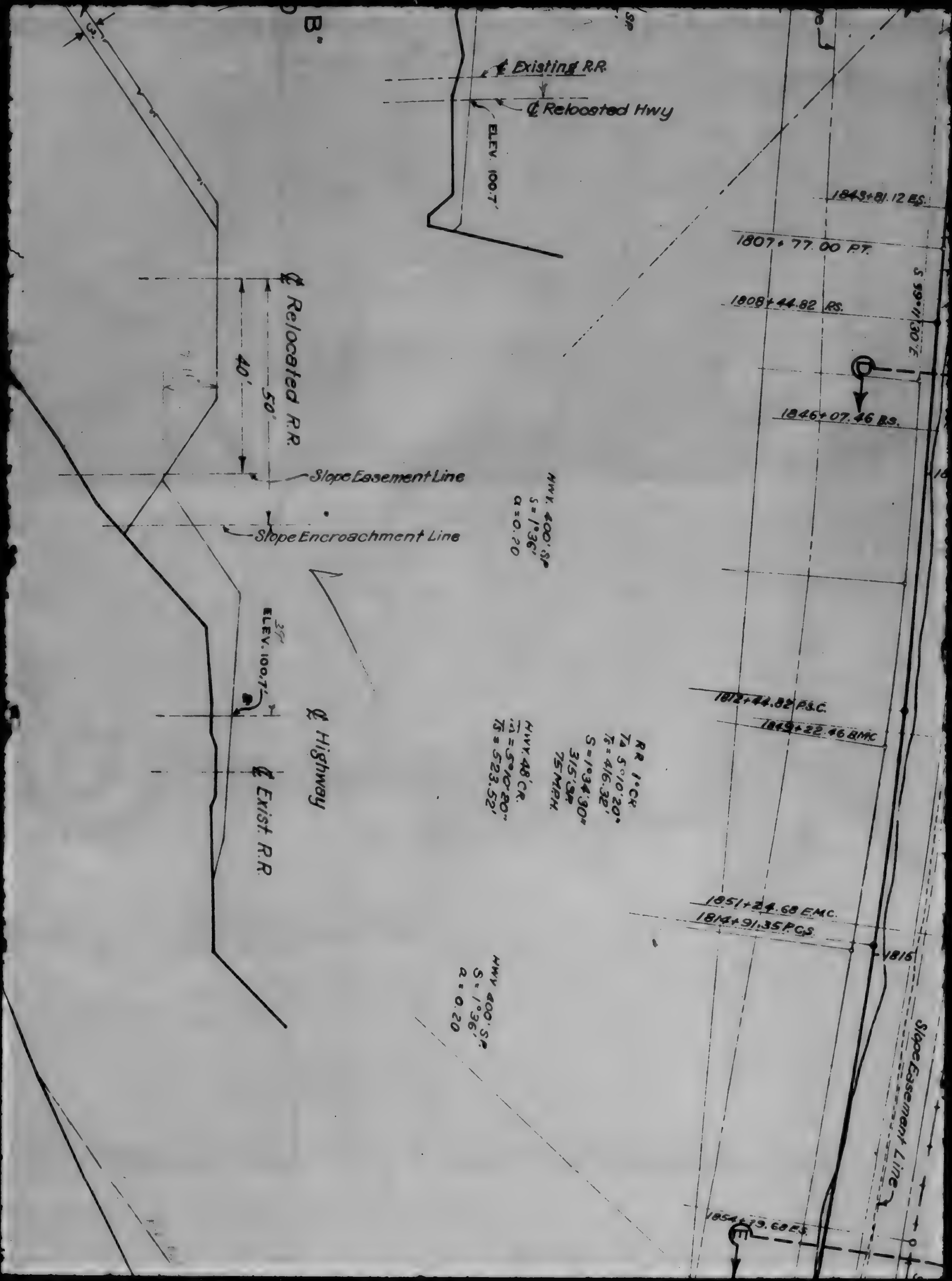


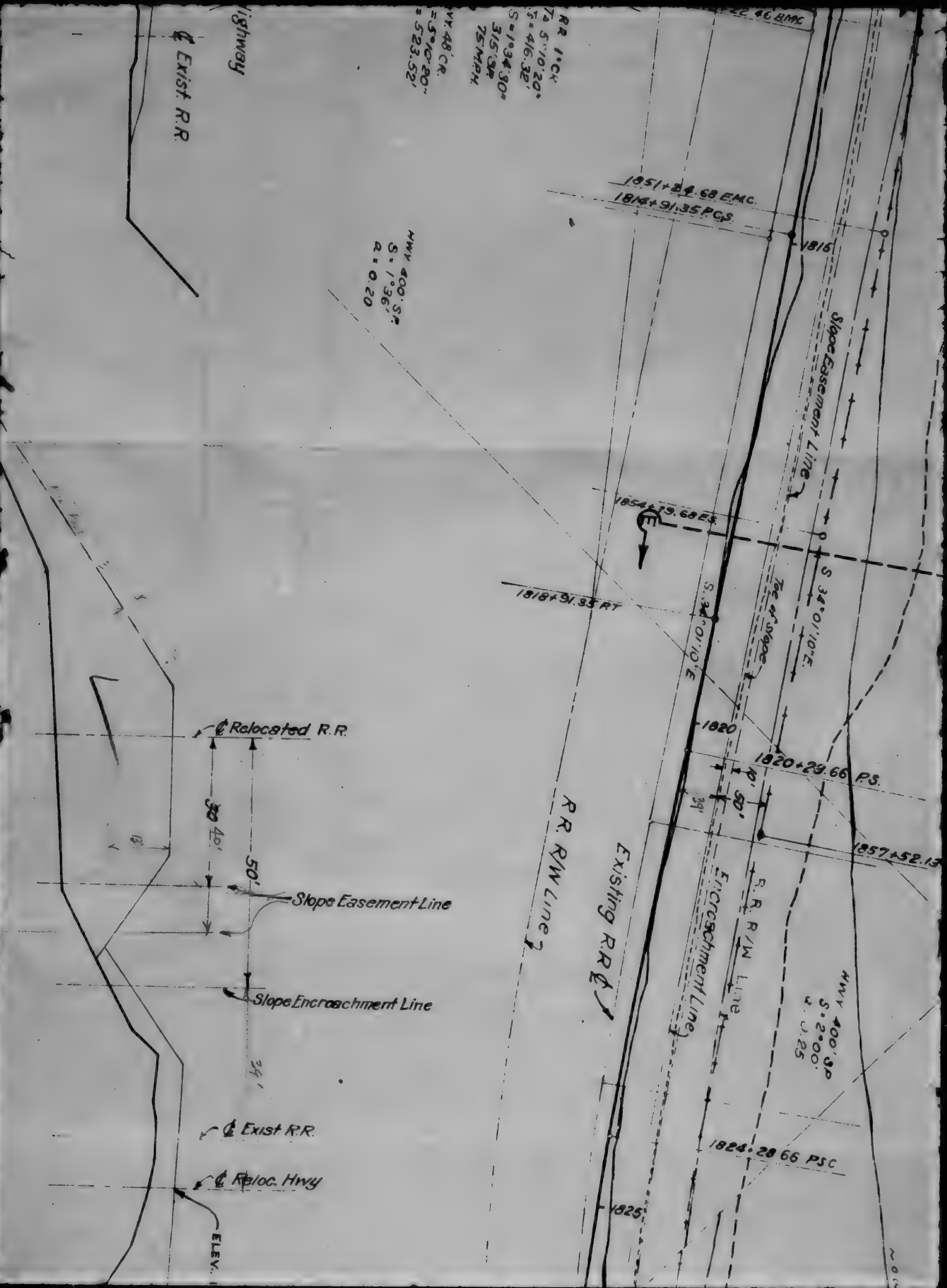
50'
S. 73°33'E
R.R. R/W Line
HWY 600' SP
S = 9°00'
a = 0.5
S. 73°33'E
1788+00.69. PT
1789+02.67 PS
1825+47.52
BS
1790
Toe of Hwy slope
30'
50'
Slope Easement
Slope Encroachment Line
A
R 12 E., W.M.
R E., W.M.
HWY 500' SP
S = 6°15'
a = 0.5
1829+49.52 BMC.
1794+02.67 PSC.
B
Hwy R/W Line
R.R. 2°24' CR.
Δ = 34°21'30"
i = 4°49'26.4"
T = 910.04'
TS = 402' SP
(C MPH

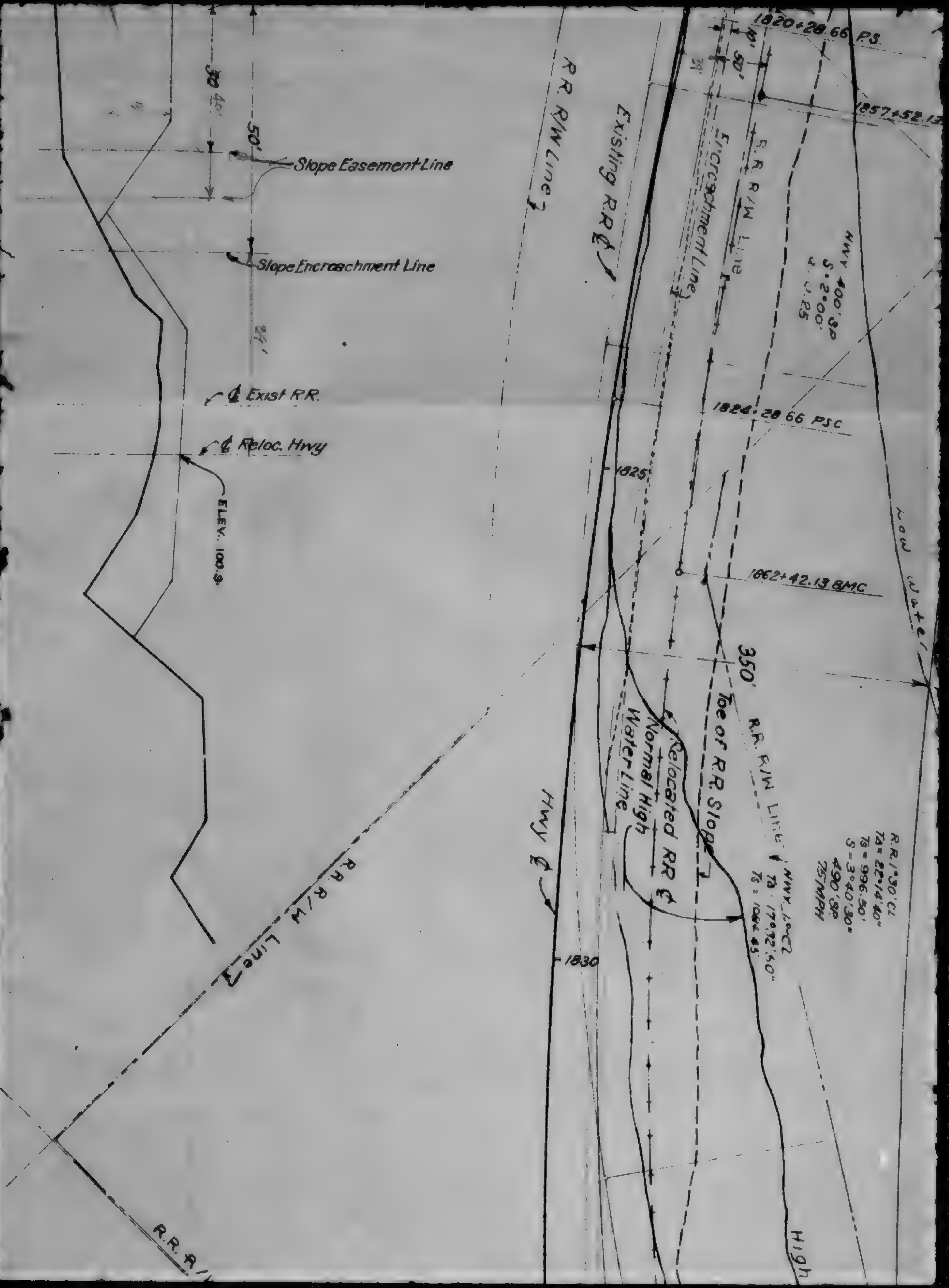


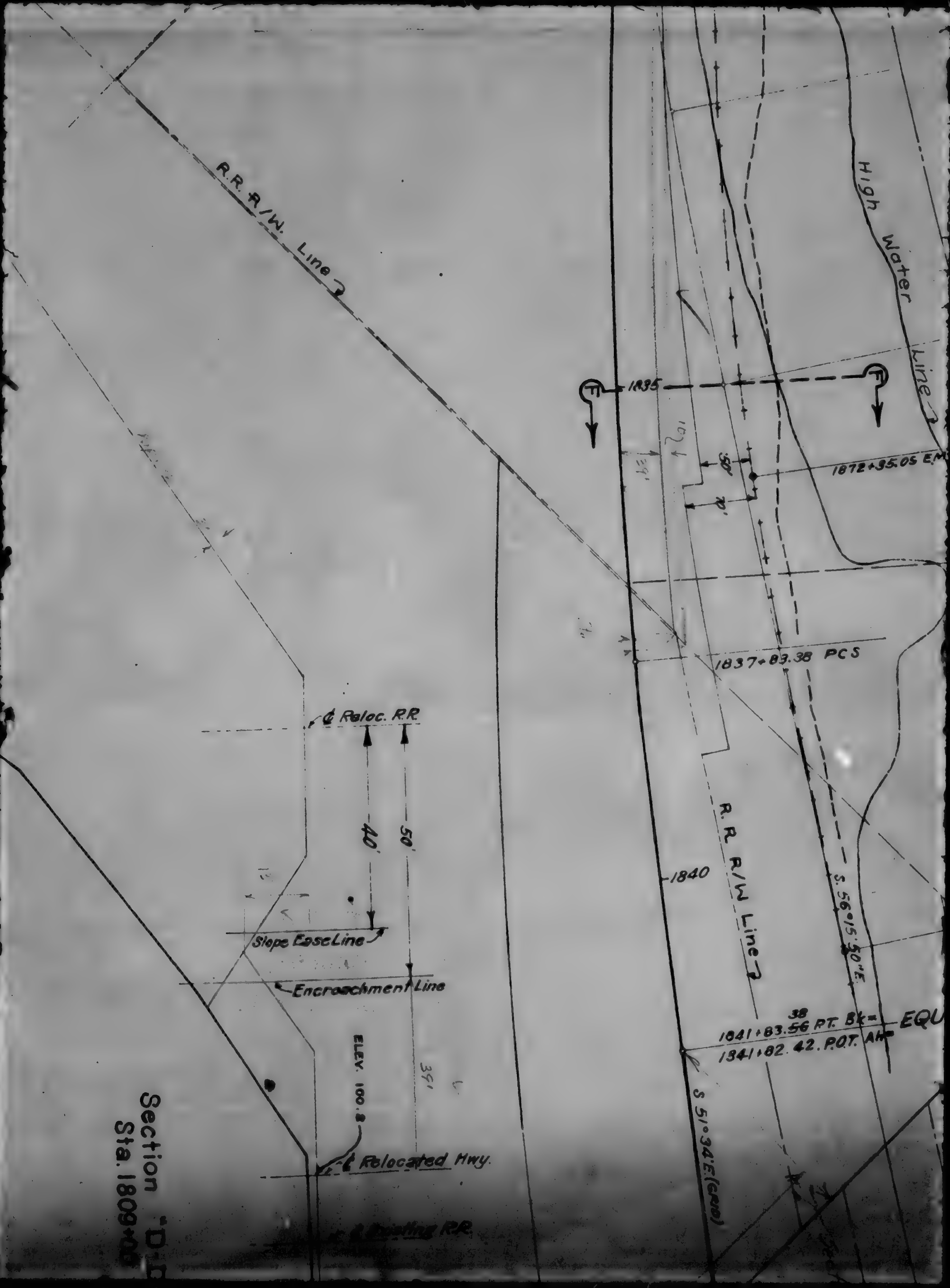
Section "B-B"
Sta. 1795+50

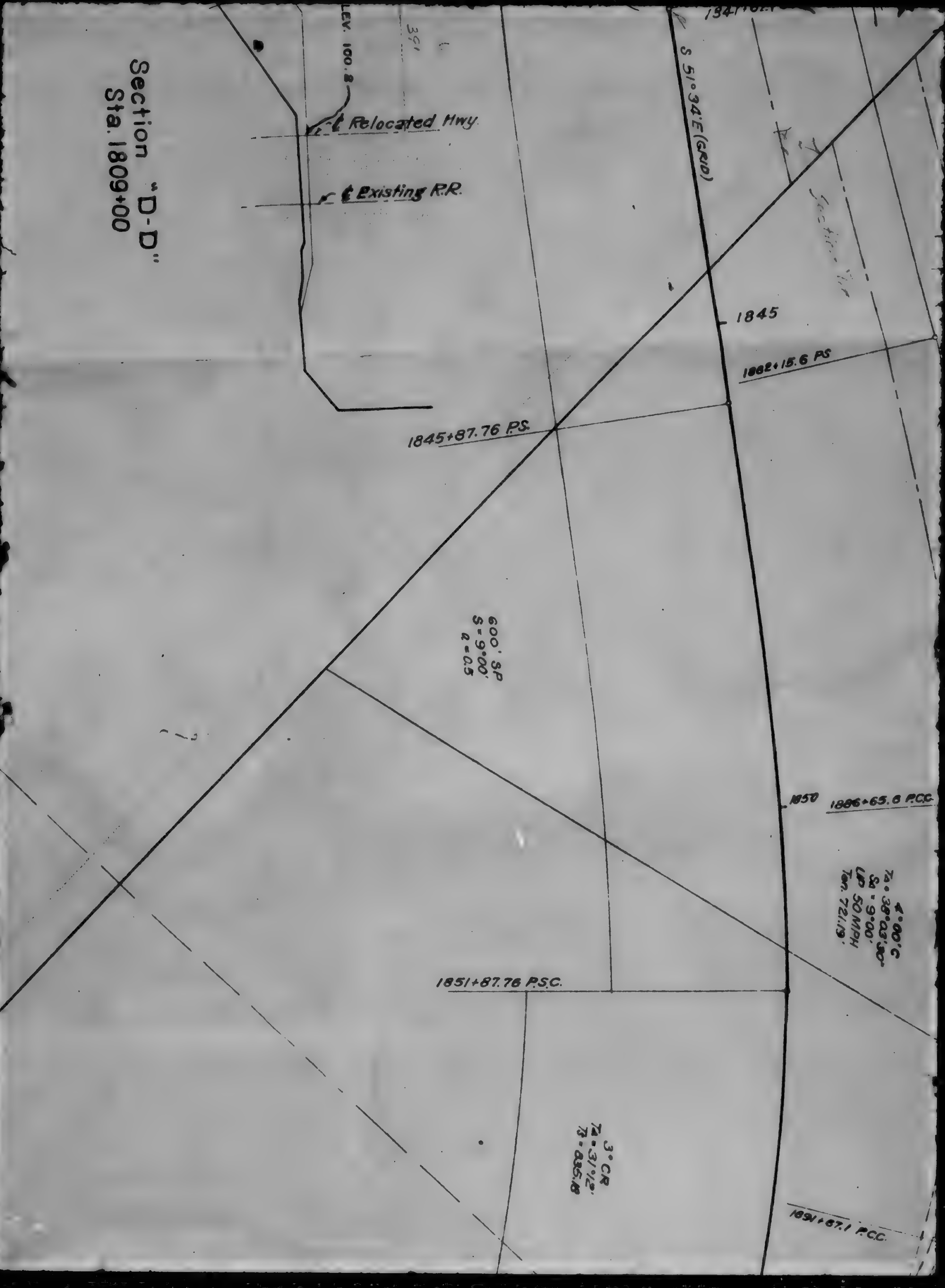
R/W Line
R.R. R/W Line
1802+7
1807+77.00
1808+44.82
1846+0
2°24' C.R.
34°21'30"
4°49'26.4"
TS= 940.04'
402' SP
60 MPH
HWY. 2°30' CR
Ta 34°21'30"
Ts 959.83
HWY 500' SP
S=6.45'
a=0.5
℄ Relocated R.R.
50'
Encroachment Line
34'
℄ Existing R.R.
℄ Relocated Hwy
ELEV. 100.7'
℄ Relocated R.R.
50'
40'
Slope Easement Line
Rock Revetment
3'
Ground Line

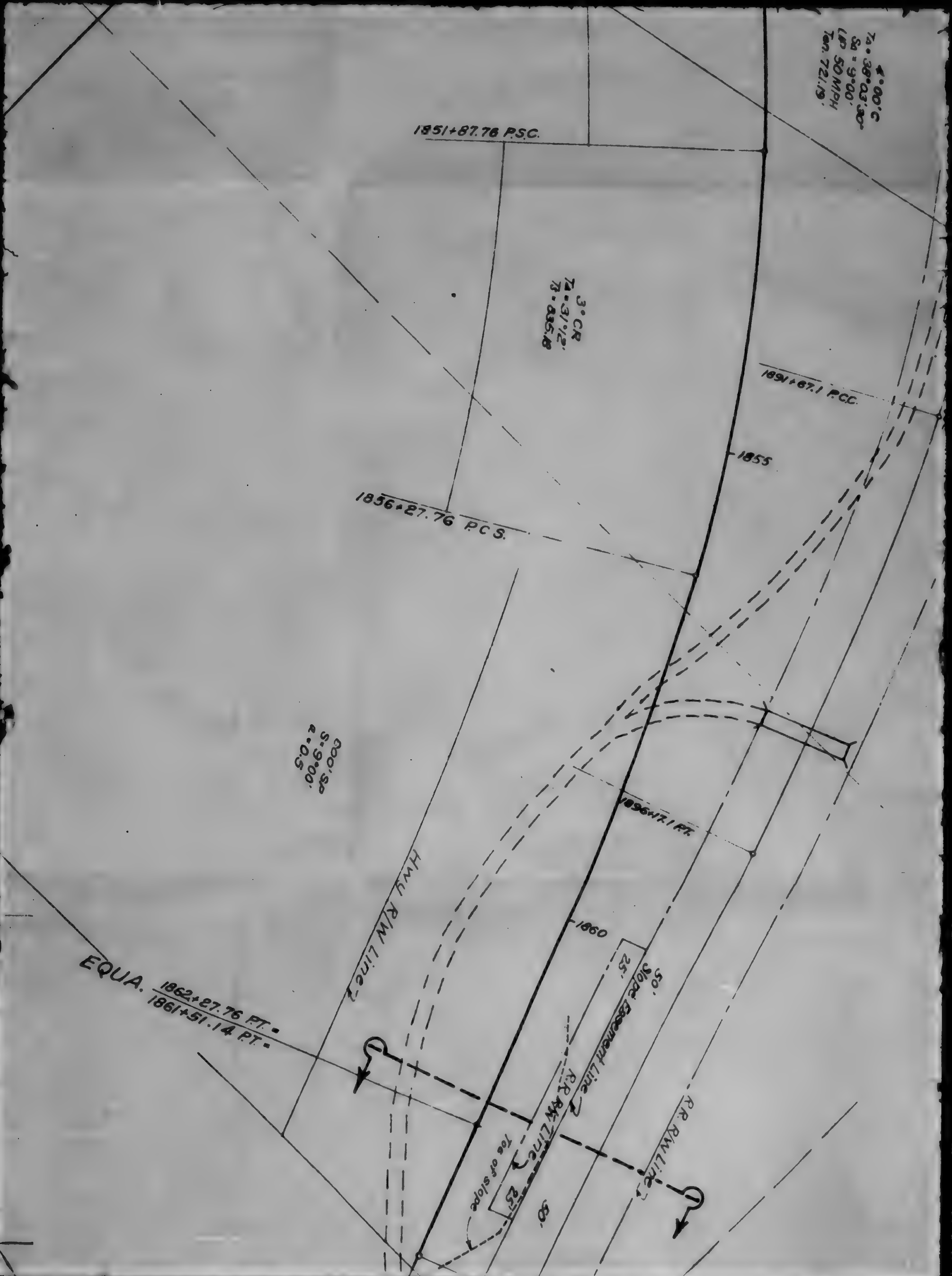

B"
3'
℄ Existing R.R.
℄ Relocated Hwy
ELEV. 100.7'
1843+81.12 ES.
1807+77.00 P.T.
S 59°11'30" E
1808+44.82 P.S.
D
1846+07.46 BS.
℄ Relocated R.R.
40'
50'
Slope Easement Line
Slope Encroachment Line
HWY. 400' SP
S=1°36'
a=0.20
ELEV. 100.7'
℄ Highway
℄ Exist. R.R.
1812+44.82 P.S.C.
1849+22.46 BMC
RR 1° CR.
Δ 5°10'20"
T=416.32'
S=1°34'30"
315' SP
75 MPH.
HWY. 48' CR.
Δ=5°10'20"
T=523.52'
1851+24.68 EMC.
1814+91.35 P.C.S.
1815
HWY 400' SP
S=1°36'
a=0.20
Slope Easement Line
1854+29.68 ES.
E

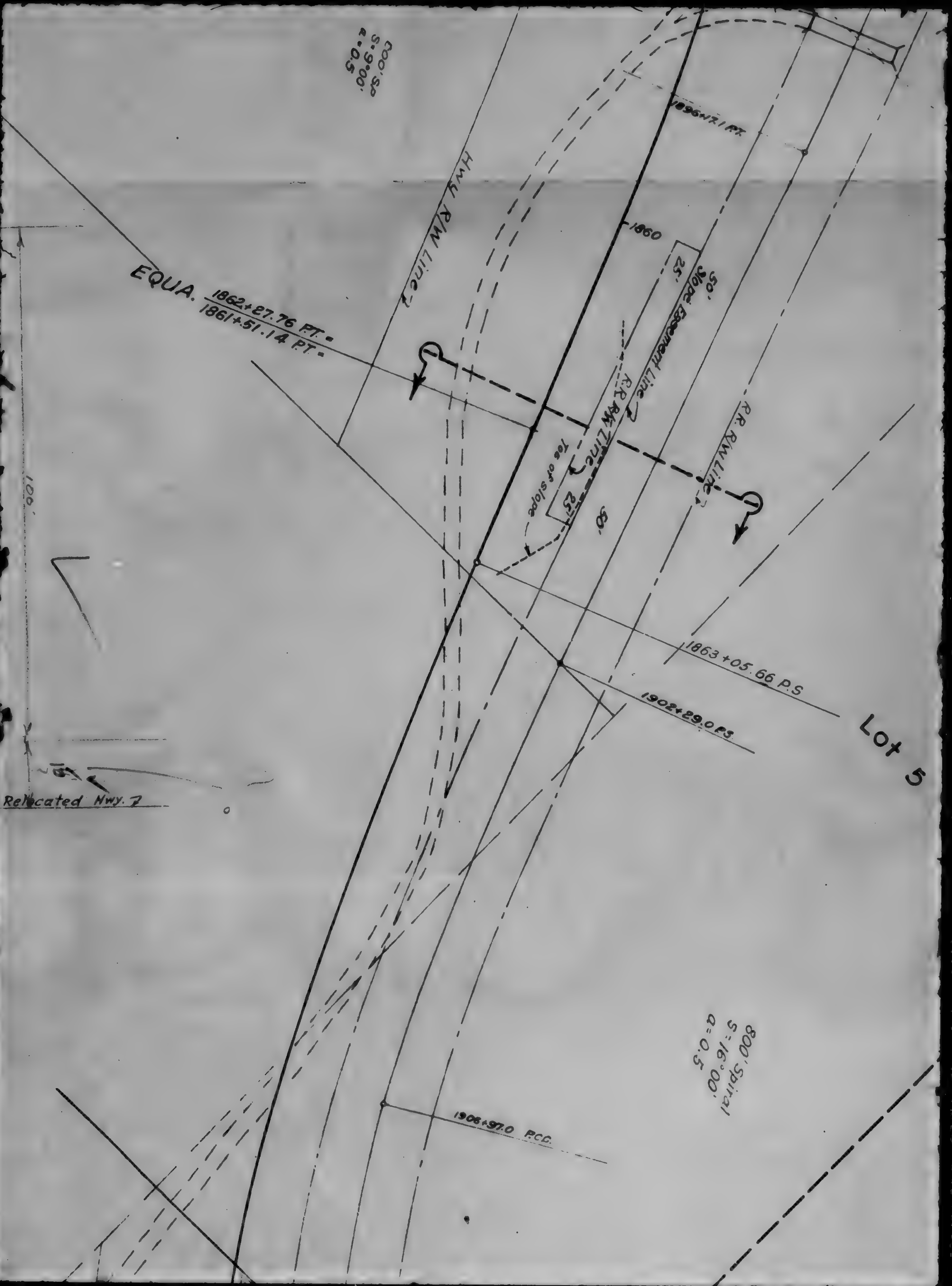

ighway
℄ Exist. R.R.
RR 1°CK
Δ 5°10'20"
T = 416.32'
S = 1°34'30"
315'SP
75 M.P.H.
VY. 48' CR.
= 5°10'20"
= 523.52'
HWY 400' SP
S = 1°36'
2 = 0.20
22.46 BMC
1851+24.68 EMC.
1814+91.35 P.C.S.
1815
Slope Easement Line
1854+79.68 E.S.
1818+91.35 RT
S 34°01'10"E
Toe of Slope
S 34°01'10"E
1820
1820+29.66 P.S.
10'
50'
39'
1857+52.17
R.R. R/W Line
Existing R.R. ℄
Encroachment Line
R.R. R/W Line
HWY 400' SP
S = 2°00'
= 0.25
1824+28.66 P.S.C.
1825
℄ Relocated R.R.
30 40'
50'
10'
Slope Easement Line
Slope Encroachment Line
34'
℄ Exist. R.R.
℄ Reloc. Hwy
ELEV.

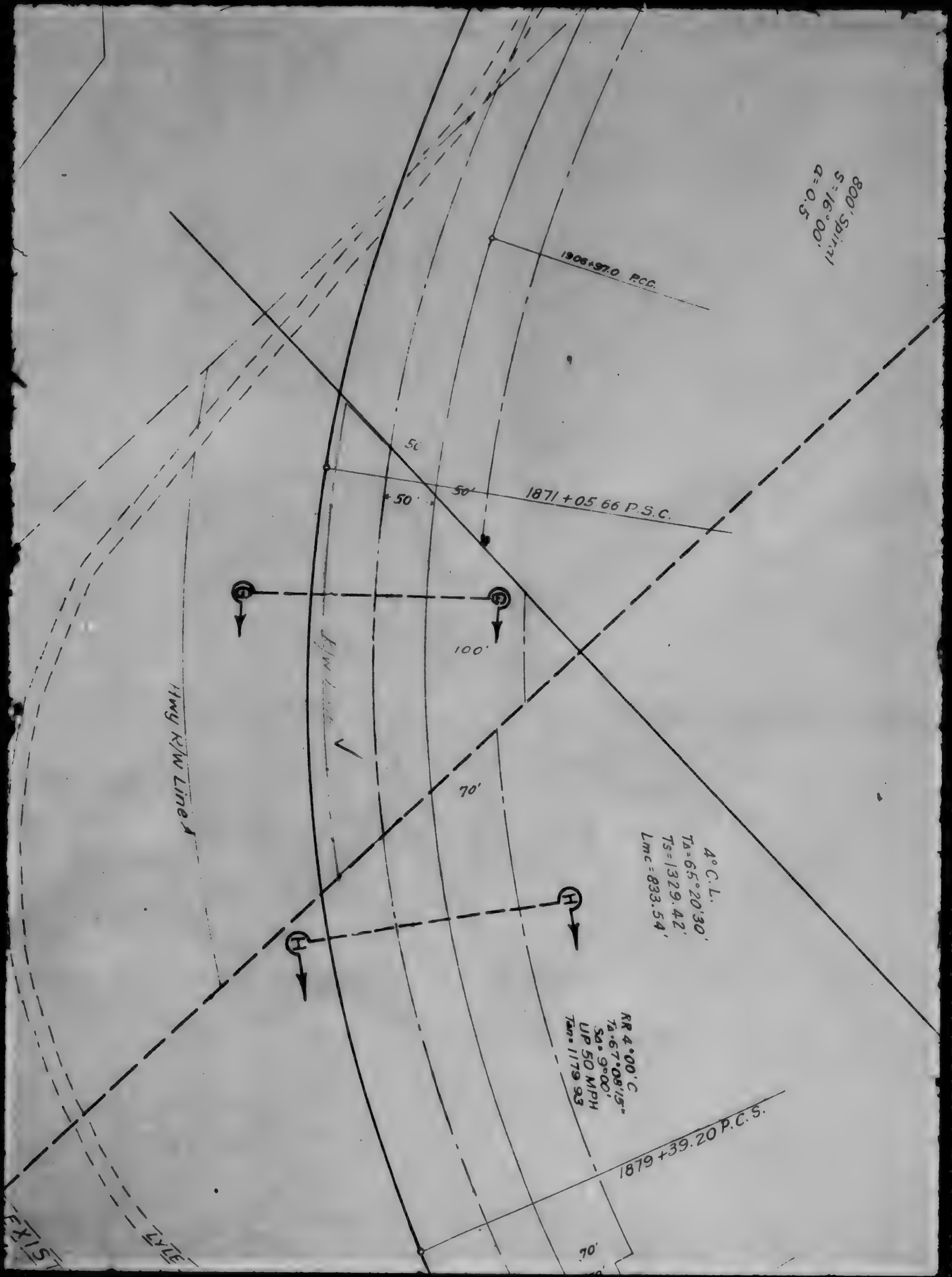

1820+28.66 P.S.
1857+52.13
30'
40'
50'
10'
50'
30'
Slope Easement Line
Slope Encroachment Line
24'
℄ Exist. R.R.
℄ Reloc. Hwy
ELEV. 100.9
R.R. R/W Line
Existing R.R. ℄
Encroachment Line
R.R. R/W Line
HWY 400' SP
S=2°00'
1825
1824+28.66 PSC
1862+42.13 BMC
350'
Toe of R.R. Slope
Relocated RR ℄
Normal High Water Line
R.R. R/W Line
Hwy ℄
HWY. LOC. ℄
TΔ 17°32'50"
TS = 1004.45'
R.R. 1°30' CL
TΔ = 22°14'40"
TS = 996.50'
S = 3°40'30"
490' SP
75 MPH
Low Water
1830
R.R. R/W Line
R.R. R/
High

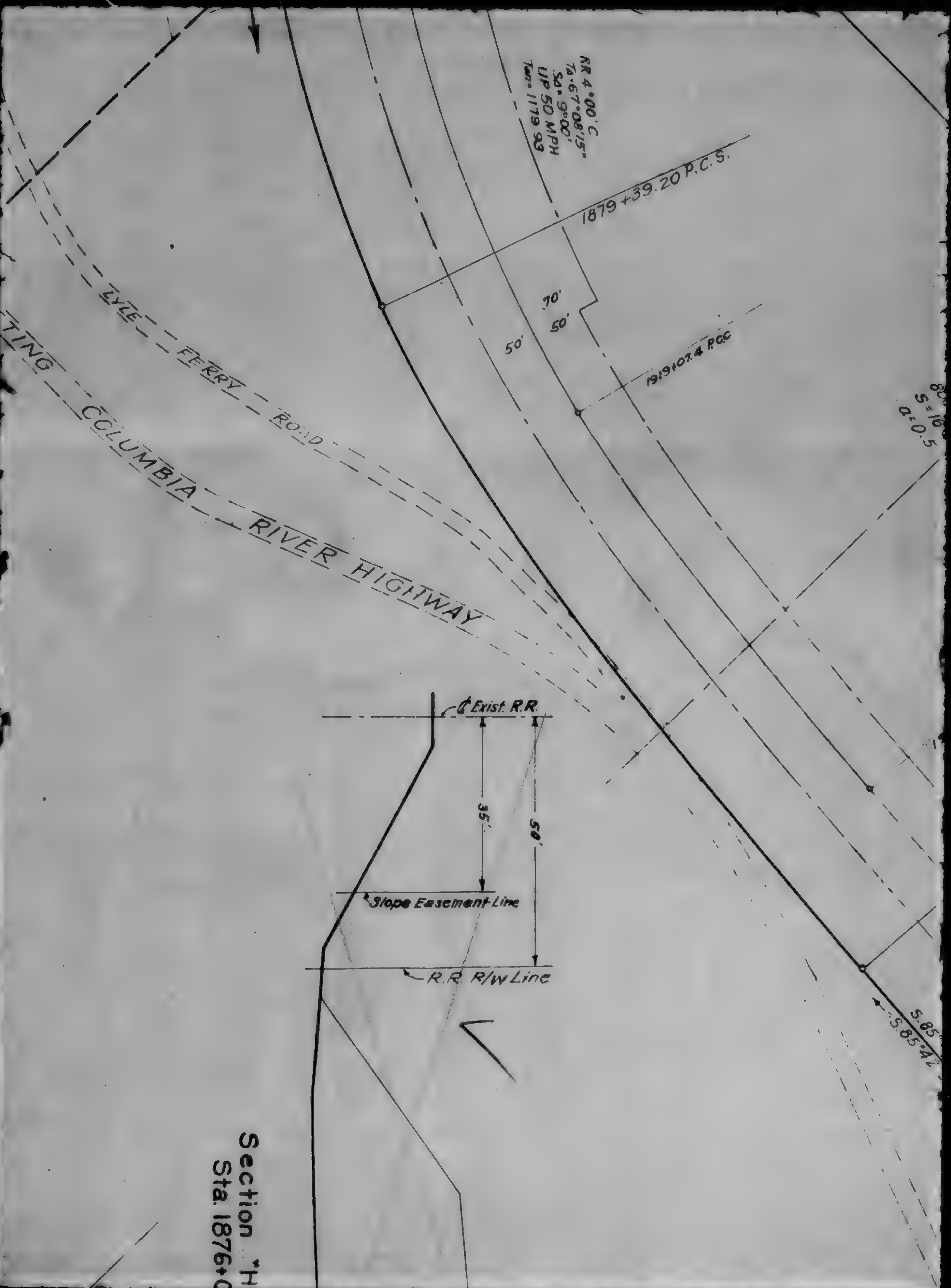

R.R. R/W. Line
High Water Line
F
1835
F
39'
10'
30'
1872+35.05 E.M
1837+83.38 PCS
℄ Reloc. R.R.
40'
50'
Slope Ease Line
Encroachment Line
ELEV. 100.8
39'
℄ Relocated Hwy.
℄ Existing R.R.
1840
R.R. R/W Line
S. 56°15'30"E.
1841+83.56 38 PT. Bk =
EQU
1841+82.42 P.O.T. Ah =
S 51°34'E.(Grid)
Section "D-D
Sta. 1809+00

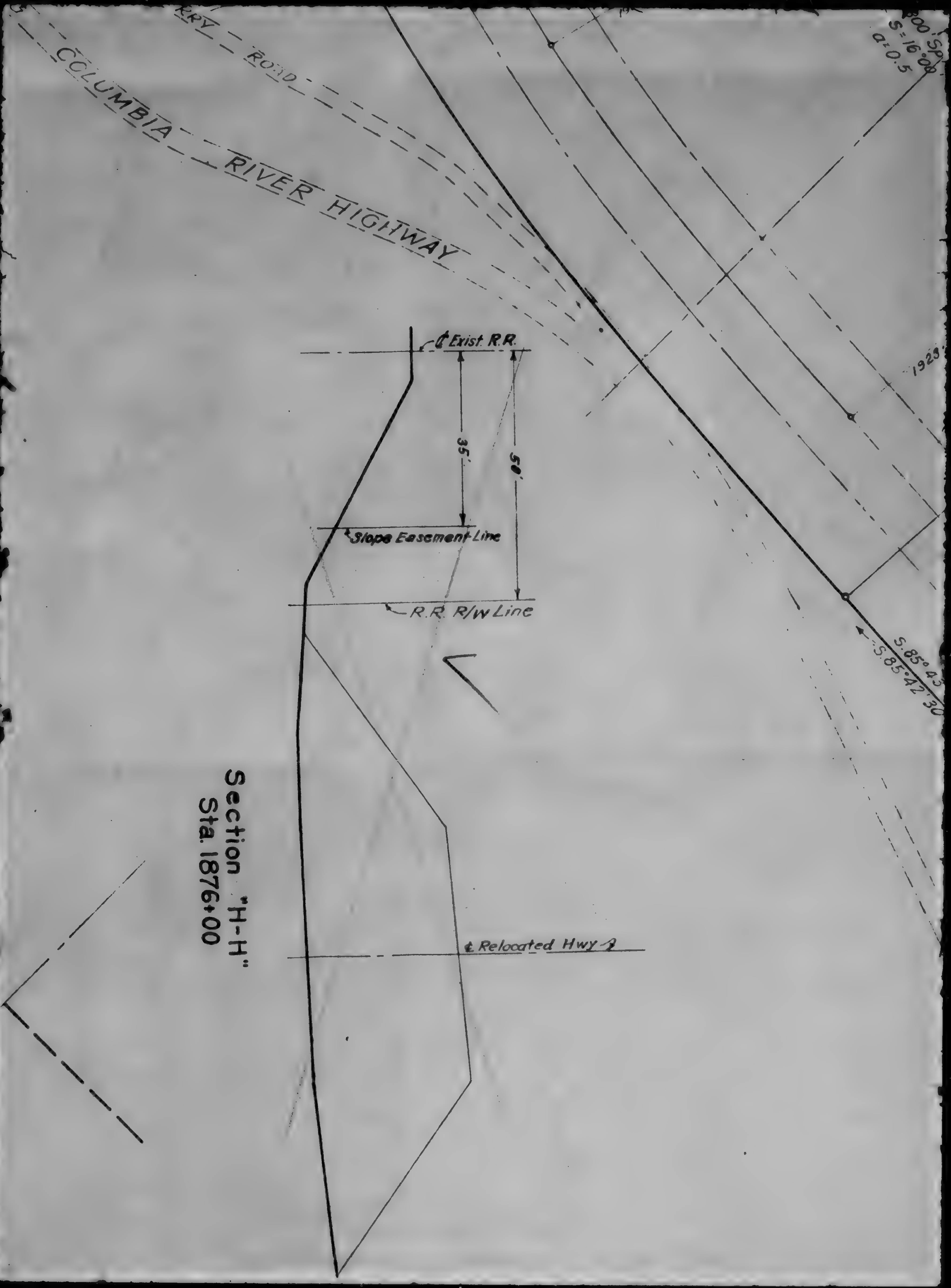

Section "D-D"
Sta. 1809+00
LEV. 100.8
39'
℄ Relocated Hwy.
℄ Existing R.R.
S 51°34'E (GRID)
1845
1882+15.6 PS
1845+87.76 P.S.
600' SP
S = 9°00'
a = 0.5
1850
1886+65.6 P.C.C.
4°00' C
Δc = 36°03'30"
Sa = 9°00'
UP 50 MPH
Tan. 721.19'
1851+87.76 P.S.C.
3° CR
Δ = 3°12'
Tc = 835.18
1891+87.1 P.C.C.


4°00' C
Ta = 38°03'30"
Sa = 9°00'
LP 50 MPH
Ten. 72.19'
1851+87.76 P.S.C.
3° CR
Ta = 31°12'
T = 835.18
1891+87.1 P.C.C.
1855
1856+27.76 P.C.S.
1896+47.1 P.T.
1860
Hwy R/W Line
EQUA. 1862+27.76 P.T. =
1861+51.14 P.T. =
50'
Slope Easement Line
25'
R.R. R/W Line
R.R. R/W Line
Toe of slope
25'
50'

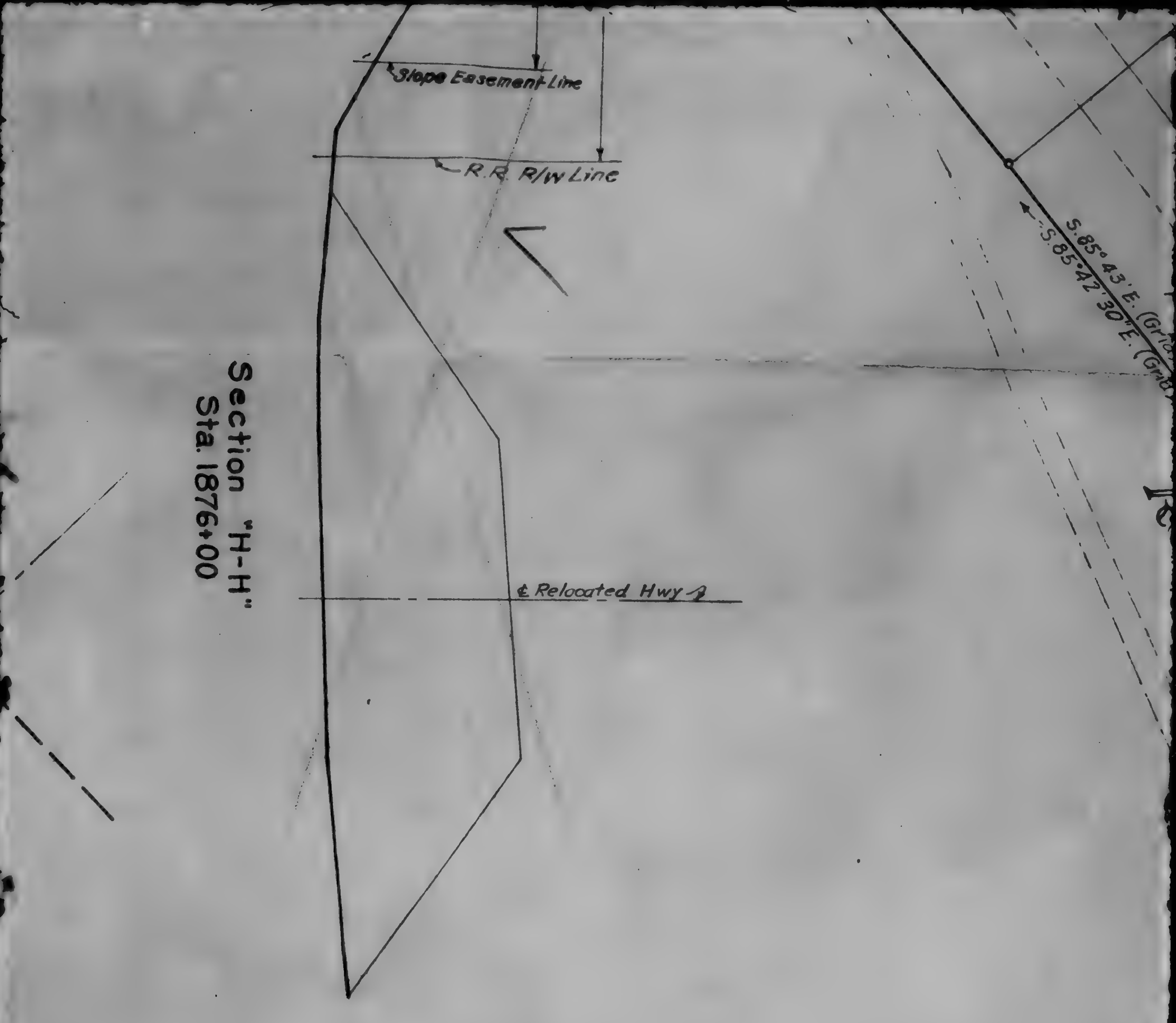

600' Sp.
S:9°00'
a=0.5
1896+71 P.T.
Hwy R/W Line
1860
50'
25'
Slope Easement Line
EQUA. 1862+27.76 P.T. =
1861+51.14 P.T. =
R.R. R/W Line
R.R. R/W Line
Toe of slope
25'
50'
100'
1863+05.66 P.S.
1902+29.0 P.S.
Lot 5
Relocated Hwy. 7
800' Spiral
S=16°00'
a=0.5
1906+97.0 P.C.C.

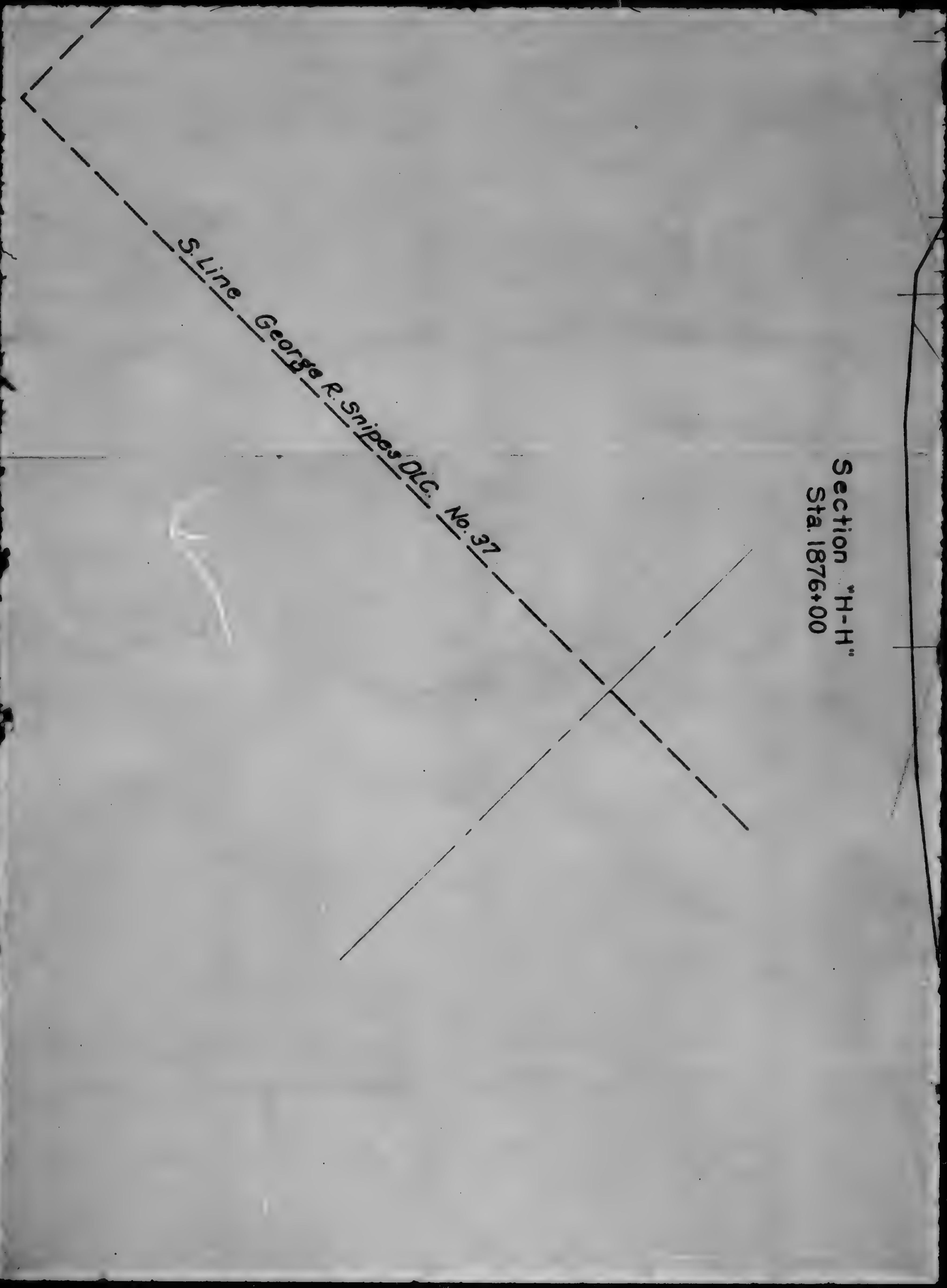

800' Spiral
S=16°00'
a=0.5
1906+97.0 P.C.C.
50'
50'
+50'
1871+05.66 P.S.C.
G
G
100'
R/W Line
Hwy R/W Line
70'
4°C.L.
TΔ=65°20'30'
Ts=1329.42'
Lmc=833.54'
H
H
RR 4°00' C
TΔ=67°08'15"
SΔ=9°00'
UP 50 MPH
Tan=1179.93
1879+39.20 P.C.S.
70'
EXIST
LYLE


RR 4°00' C
Ta 67°08'15"
Sa 9°00'
UP 50 MPH
Tan 1179.93
1879+39.20 P.C.S.
70'
50'
50'
1919+07.4 P.C.C
80'
S=16
a=0.5
LYLE FERRY ROAD
TING COLUMBIA RIVER HIGHWAY
℄ Exist. R.R.
35'
50'
Slope Easement Line
R.R. R/W Line
S.85°
S.85°42'
Section "H
Sta. 1876+0

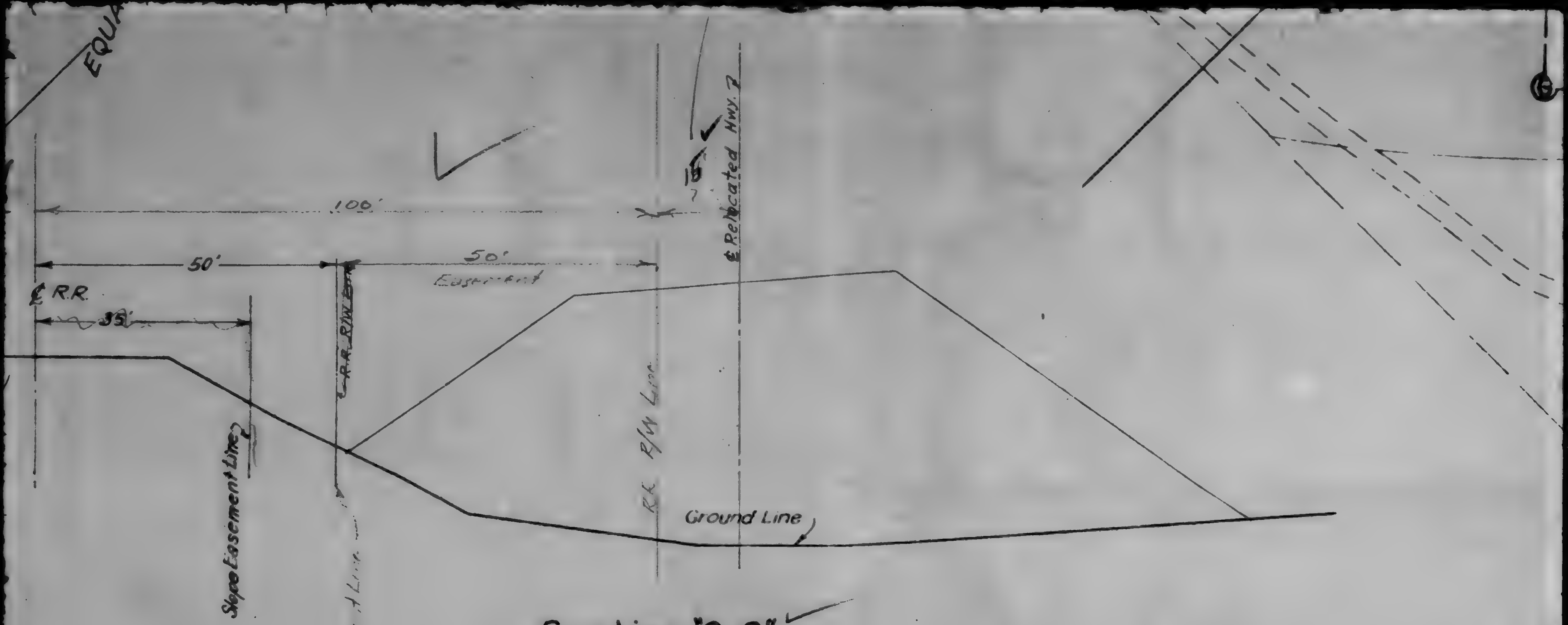

RRY ROAD
COLUMBIA RIVER HIGHWAY
300' SP.
S=16°00'
a=0.5
1923
S.85°43'
S.85°42'30"
℄ Exist. R.R.
35'
50'
Slope Easement Line
R.R. R/W Line
℄ Relocated Hwy 2

Section "H-H"
Sta. 1876+00

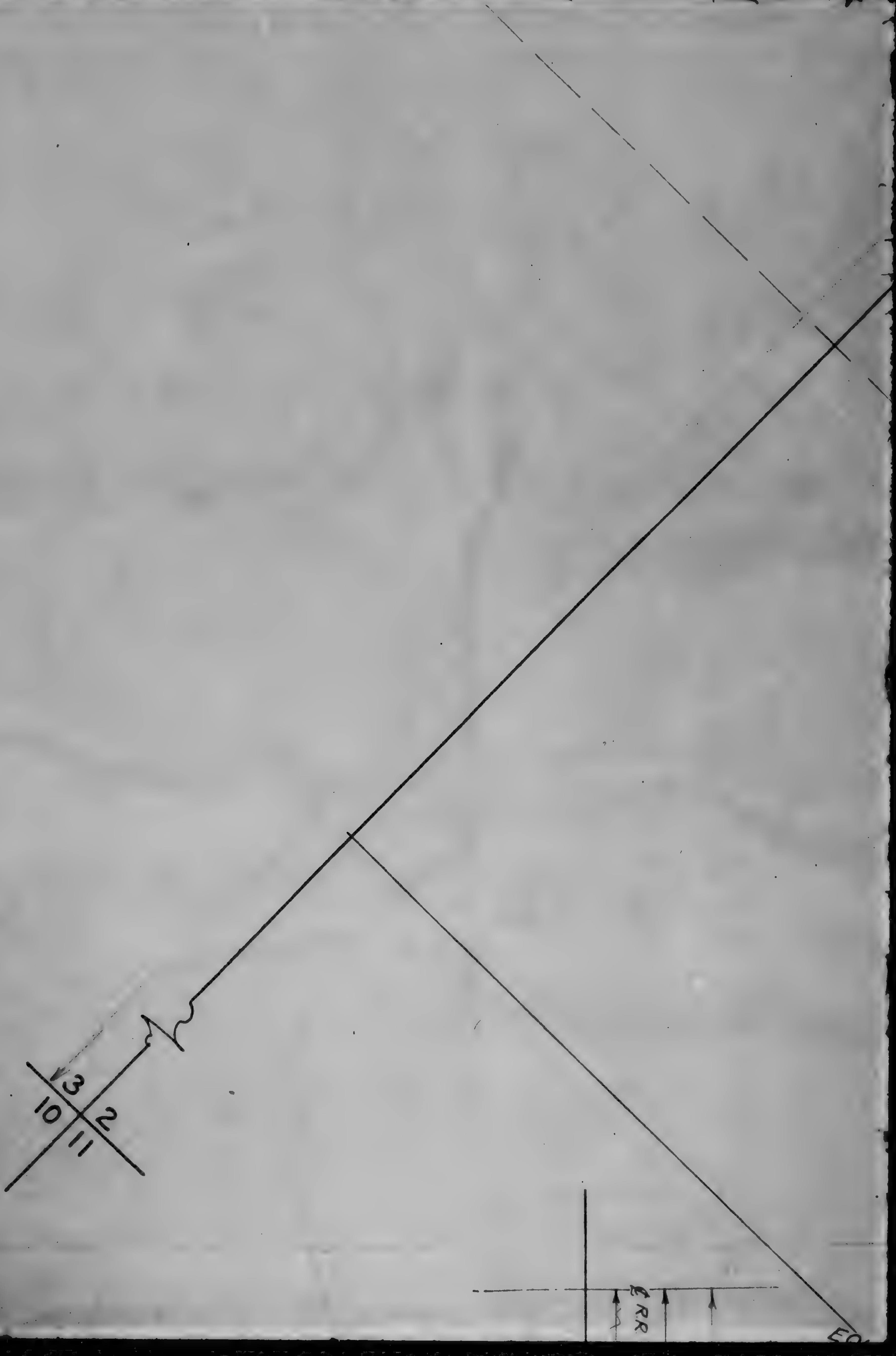

Slope Easement Line
R.R. R/W Line
Section "H-H"
Sta. 1876+00
℄ Relocated Hwy
S.85°43'E. (Grid)
S.85°42'30"E. (Grid)

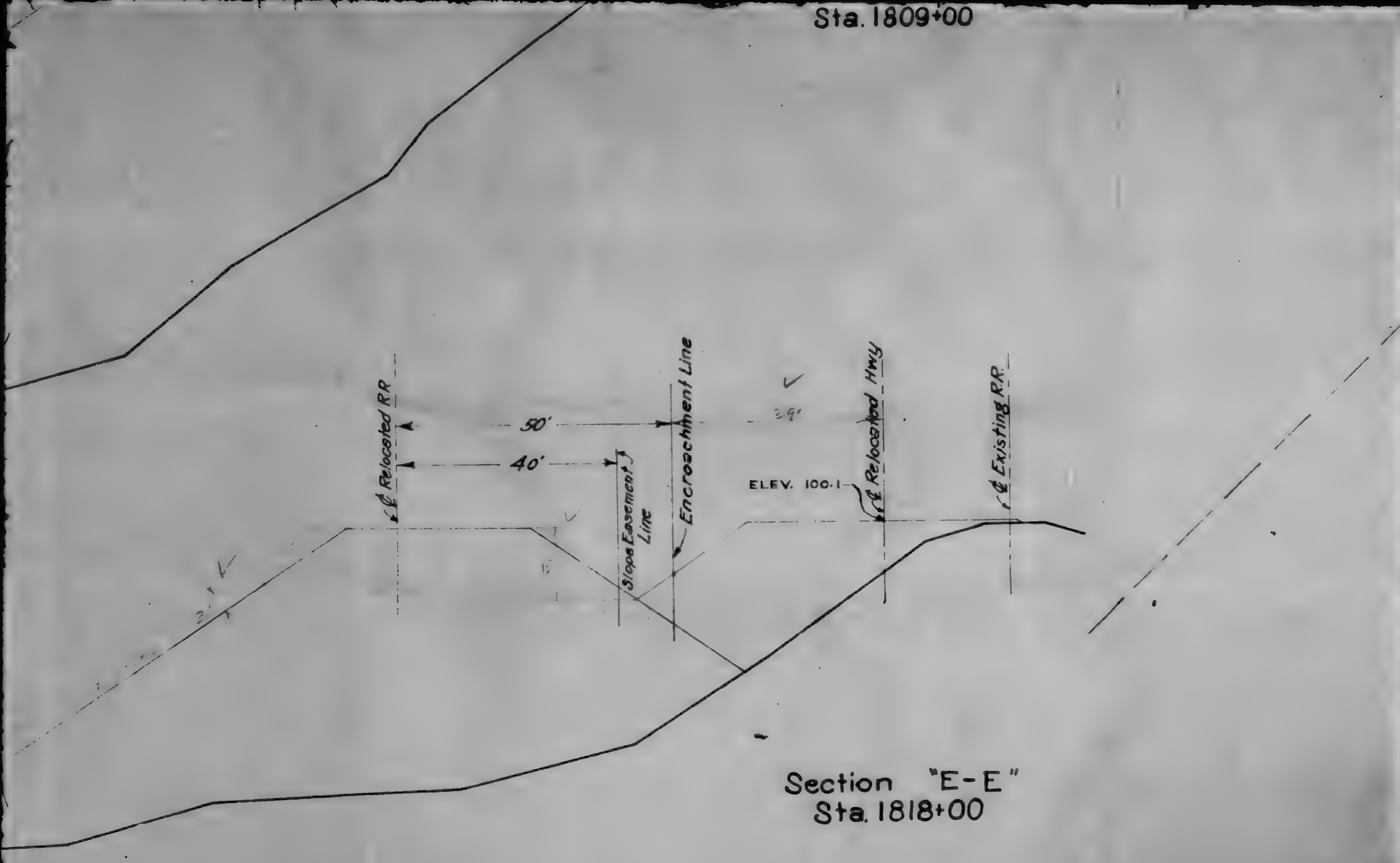

S. Line George R. Snipes D.L.C. No. 37
Section "H-H"
Sta. 1876+00

Hwy R/W Line
LYLE FERRY
EXISTING COLUMBIA
Lot 1


EQUA
100'
50'
50'
Easement
℄ R.R.
35'
Slope Easement Line
R.R. R/W Line
Easement Line
R.R. R/W Line
15'
℄ Relocated Hwy. 7
Ground Line

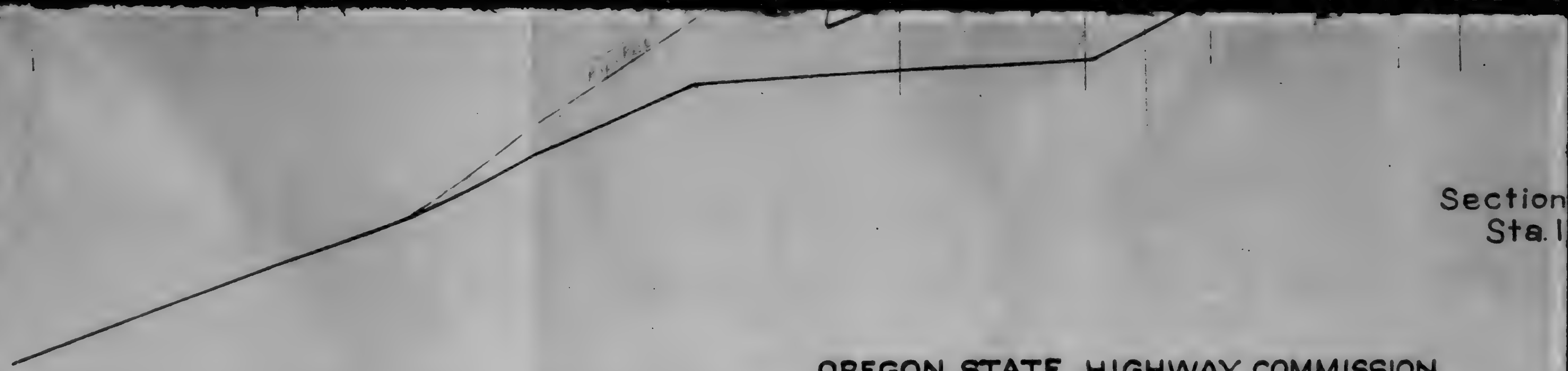
Section "G-G"
Sta. 1872+53
1" = 20'


℄ R.R.
EO


Sta. 1809+00
℄ Relocated R.R
50'
40'
Slope Easement Line
Encroachment Line
3.9'
ELEV. 100.1
℄ Relocated Hwy
℄ Existing R.R.
3:1

Section "E-E"
Sta. 1818+00

"A - A"
91+00
℄ Relocated R.R



OREGON STATE HIGHWAY COMMISSION
Located Line

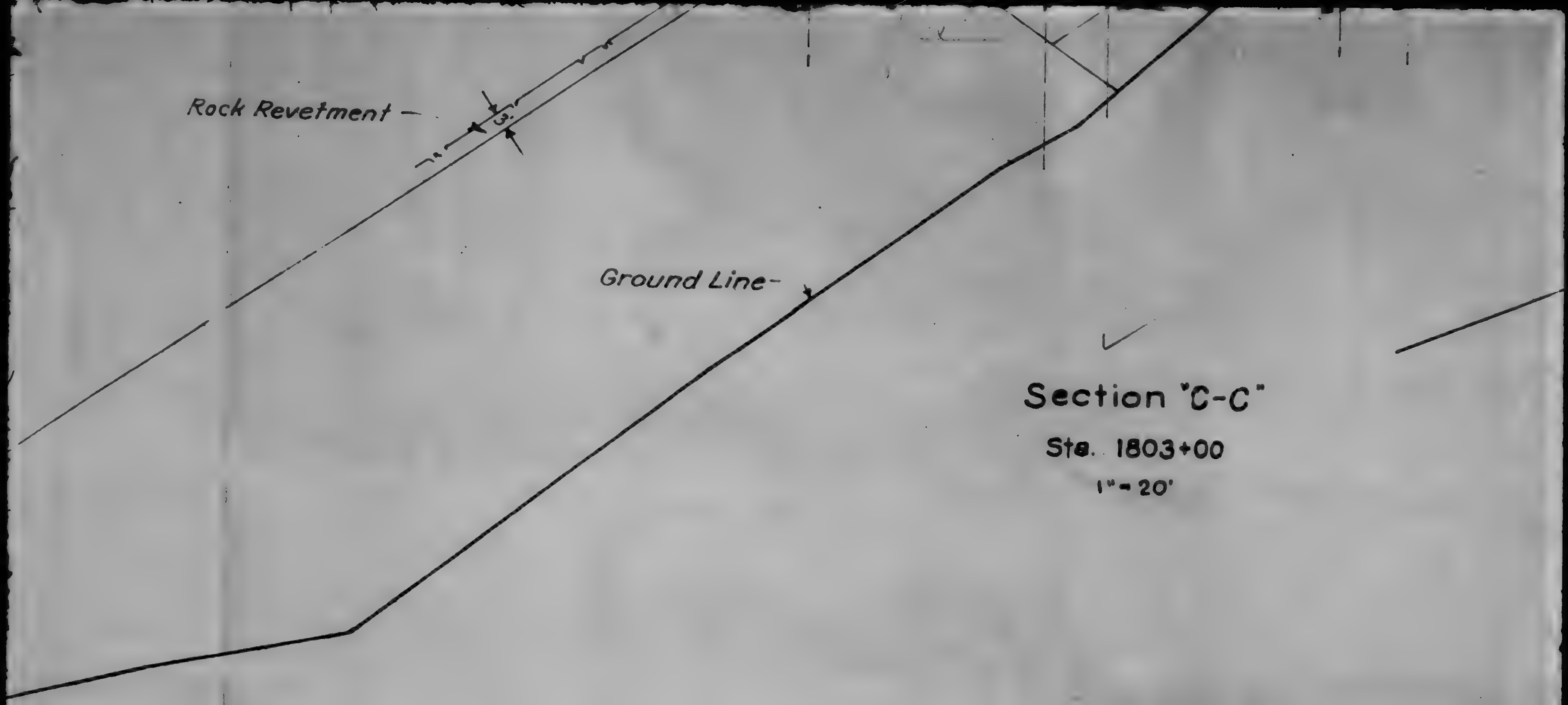
ROWENA TUNNEL SECTION

ENCROACHMENTS ON U.P.R.R. PROPERTY

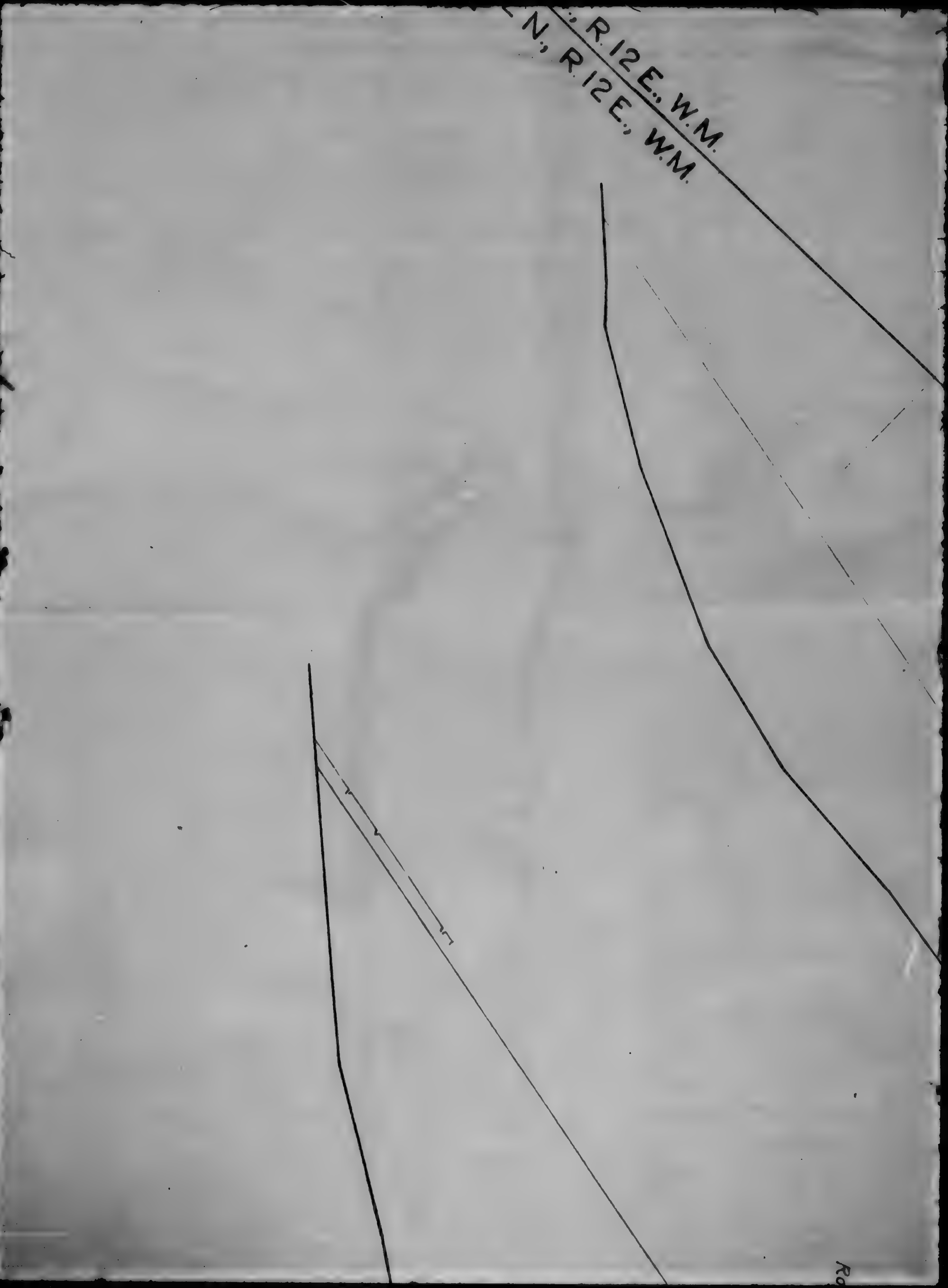
COLUMBIA RIVER HIGHWAY

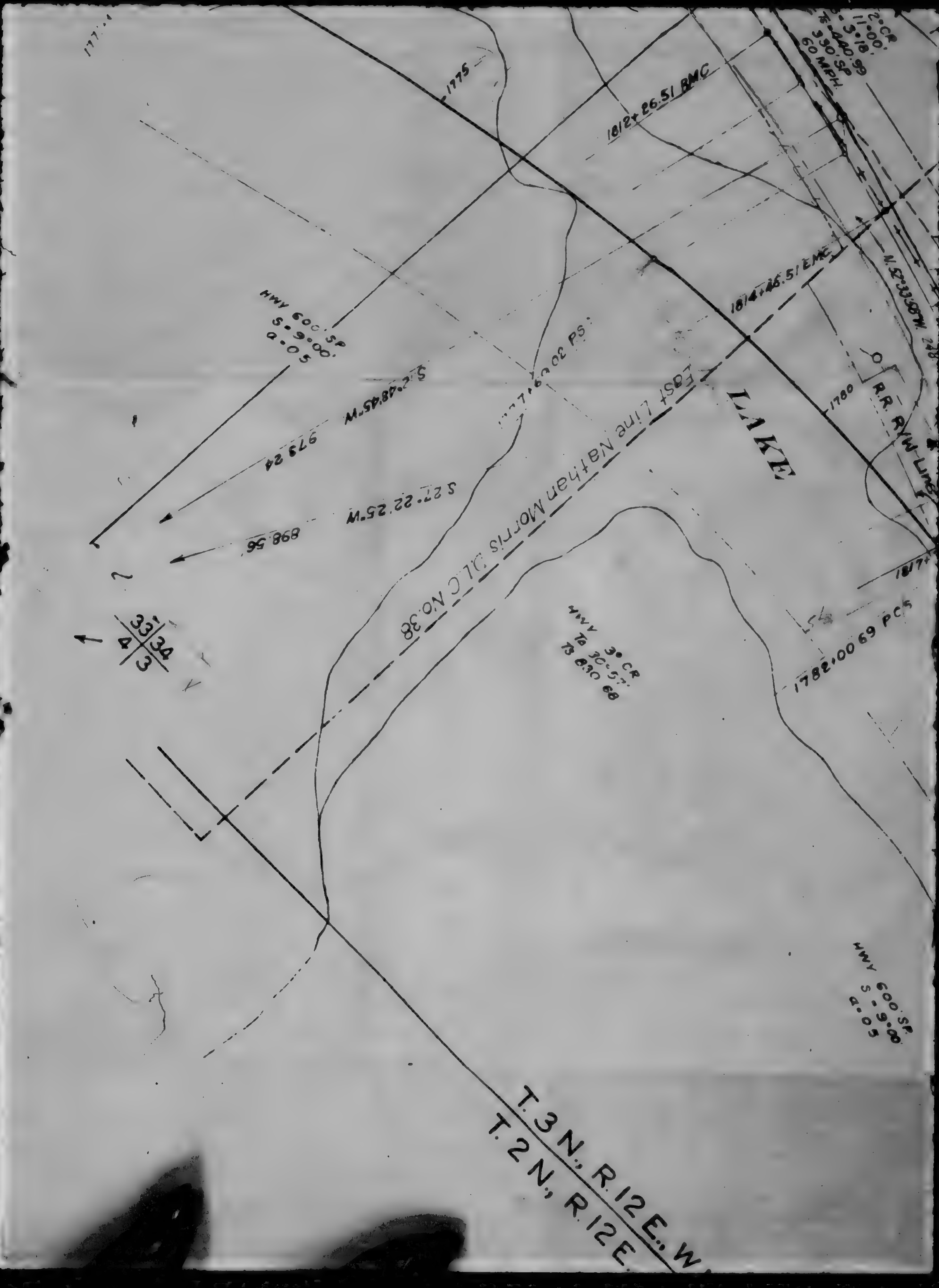
Scale 1"=100
Jan. 1952
Rev. Mar. 1952
Apr. 1952
July, 1952

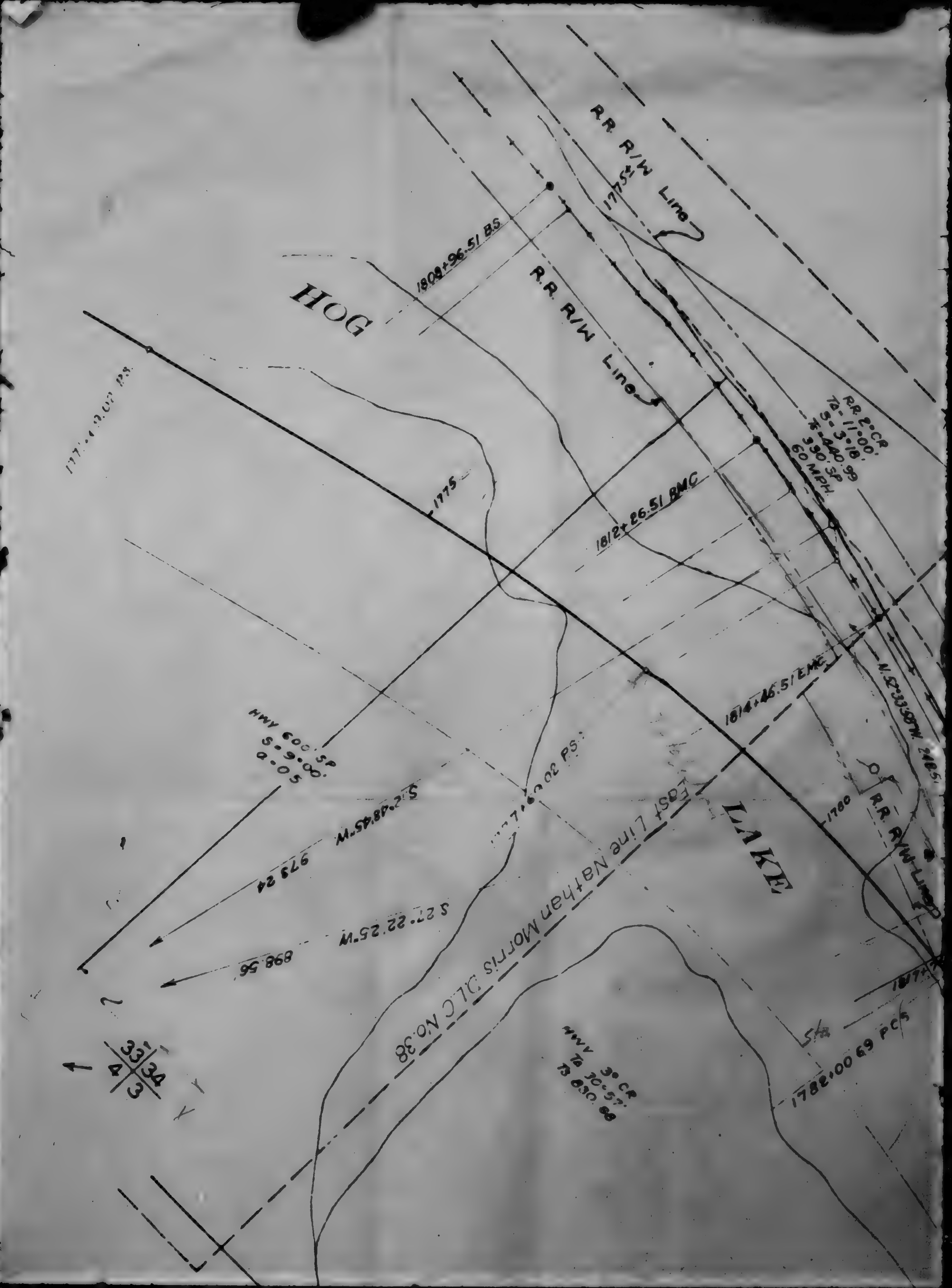
DRG. NO. 7B-11-10


Rock Revetment –
3'
Ground Line –

Section "C-C"
Sta. 1803+00
1" = 20'


R. 12 E., W.M.
N., R. 12 E., W.M.
Ro


1775
1812+26.51 BMC
2°CR
11°00'
-3.18
Ts 440.99
330' SP
60 MPH.
1814+26.51 EMC
N.52°33'30"W. 248
HWY 600' SP
S -9.00'
a -.05
S.2°48'45"W
973.24
S.27°22'25"W
898.56
1771+00.00 PS.
East Line Nathan Morris D.L.C. No. 38
LAKE
1780
R.R. R/W Line
HWY 3° CR
Ta 30° 57'
Ts 630.68
1782+00.69 PCS
33
34
4
3
HWY 600' SP
S -9.00
a -.05
T.3 N., R.12 E., W.
T.2 N., R.12 E.

HOG
LAKE
R.R. R/W Line
R.R. R/W Line
R.R. R/W Line
1775±
1808+96.51 BS
1812+26.51 BMC
1814+46.51 EMC
R.R. 2°CR
Ta-11°00'
S-3°18'
T-240.99
390.3P
60 MPH.
N.52°33'50"W. 248.51
1775
1777+00.02 PS
HWY 6°00' SP
S-9°00'
a-05
S.2°48'45"W
973.24
S 27°22'25"W
898.56
1777+00.02 PS
East Line Nathan Morris D.L.C No. 38
HWY 3° CR
Ta 30°57'
Tb 830.88
1782+00.69 PCS
1760
1817+
5/4
33
34
4
3

RECEIVED
JUL [illegible] 1952
FOR FILING

July 22, 1952

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Street
Portland 12, Oregon

Your File: D-315-2-41

Dear Sir:

In answer to your letter of July 16 asking how we would enlarge our 2-lane highway to a 4-lane highway in the vicinity of the Rowena Tunnel, please be advised that since this is on the interstate highway system, it is probable we will need to widen the bluffs from 1793+50 to 1795, through the section occupied by the tunnel, 1795+86 to 1801, and from 1801 to 1803. We were able to widen similar bluffs approaching the tunnel near the Deschutes River on US30 by hanging a screen from the bluffs and working from a hanging platform. However, inasmuch as the bluffs at these stations are of very sound rock, it is quite probable that we could get federal approval to operate a 4-lane section with 5-foot shoulders, or a 4-lane with a curb on one side and a 10-foot shoulder on the other. It is rather hard to anticipate what funds will be available or the policy regarding shoulders considerably in the future when a 4-lane highway will be necessary.

At any rate, it is not contemplated that the right of way line between the highway and the railroad will be any closer than the 50 feet from the centerline of your outside track which we are requesting. Variable shoulders would, of course, require some adjustment of our centerline, but that can be easily done with a bituminous pavement.

A sketch is attached.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith

Attachment

lg

FORM 2552
7-49-100M

UNION PACIFIC RAILROAD COMPANY
Office of Division Engineer
2525 N. Larrabee Avenue
Portland 12, Oregon

July 17, 1952

(File D 315-2-41)

Mr. R. H. Baldock,
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Atten: Mr. W. C. Williams, Ass't. State Highway Engineer

Dear Sir:

Re: Rowena-The Dalles Section,
Columbia River Highway

Referring to your letter of July 7, with which you transmitted four prints of the encroachment map on the Rowena Tunnel Section.

The map accompanying your letter does not indicate the objection cited in the second paragraph of my letter of June 26, has been remedied. Will you please give this matter further consideration, giving me four copies of the map after revision.

Yours very truly,

E F Kidder

E. F. Kidder,
Division Engineer

RECEIVED
JUL 22 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 17 1952
~~FOR~~ FILING

July 17, 1952

County Court of Wasco County
Court House
The Dalles, Oregon

Gentlemen:

We are enclosing herewith for the records and files of the County of Wasco a fully executed copy of an agreement between the State Highway Commission and Wasco County covering the construction of the Shogren-Rowena Unit of the Mosier-The Dalles Section of the Columbia River Highway as a throughway and providing for the closure or other handling of county roads intersecting the State Highway.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
JUL
FOR [illegible]

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 17, 1952

SUBJECT:

To:

Mr. R. H. Baldock
State Highway Engineer
Office

Attached hereto is a conformed copy of an agreement with Wasco County covering the construction of the Shogren-Rowena Unit of the Mosier-The Dalles Section of the Columbia River Highway as a throughway and providing for the closure or other handling of county roads intersecting the state highway.

The ofiginal of the above agreement has been retained in this office for the Commission's files and one executed copy has been sent to the County Court of Wasco County.

Yours very truly,

Secretary

rn
Attach: 1

RECEIVED
JUL 17 1952
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 2552
7-49-100M

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 N. Larrabee Avenue
Portland 12, Oregon

JULY 16, 1952

(File: D 315-2-41)

Mr. R. H. Baldock,
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Atten: Mr. H. G. Smith, Construction Engr.

Dear Sir:

Re: Rowena Tunnel Section of
Columbia River Highway

Regarding the section showing the proposed method of attaining a four-lane highway, transmitted with your letter of July 9th:

The section shown was 1810+00; there are however other places where the location lays much closer to the base of the cliff, as for example at 1793+50 or 1795+86. In order that this matter may be more fully considered by my principals, please send me a sketch showing how the four lanes will be accomplished at one of the above-mentioned stations.

This will confirm request for this information made by my office via telephone, yesterday.

Yours very truly,

E F Kidder

E. F. Kidder,
Division Engineer

RECEIVED
JUL [illegible]
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
FOR FILING

Chas. T. Parker
Carl A. Schram

PARKER-SCHRAM COMPANY
GENERAL CONSTRUCTORS

Builders Exchange Building
Portland 4, Oregon

NOTED
F. QUERY

NOTED

July 16, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Accept our thanks for your letter of July 15 advising that the State Highway Commission has awarded us the contract for grading and paving on the Shogren-Rowena Unit of the Mosier-The Dalles Section of the Columbia River Highway in Wasco County, based on our low unit price bid in the total amount of $1,223,561.50 submitted July 10, and copy of the Special Provisions and Proposal Form enclosed for our information and use pending receipt of the completed contract.

We note the Engineer is preparing contract and bond forms to be submitted for signature when concurrence in the award of the contract has been received from the U. S. Bureau of Public Roads and right of way matters have been clarified.

Yours very truly,

PARKER-SCHRAM COMPANY

By C A Schram

CAS:eab

RECEIVED
JUL 17 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 15 1952
FOR FILING

P
Y

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 9th, 1952

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Street
Portland 12, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

With reference to your file D 315-2-41, under separate cover I am sending you a cross section showing how we will eventually make use of the 39-foot right of way which we request on the Shogren-Rowena Section.

This would mean that temporarily you would have a minor slope easement on our right of way, but eventually we would have a slope easement on your right of way. The contract could merely say that mutual slope easements necessary to make use of this right of way would be permitted.

We feel that this is vital to any future widening, and a 50-foot right of way will give you ample room for poles and other facilities.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

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JUL [illegible] 1952
FOR FILING

Const

Col. River Hwy

3171
3323
3310
3470
3492
3509

July 7, 1952

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Street
Portland 12, Oregon

Your File: D 315-2-41

Dear Sir:

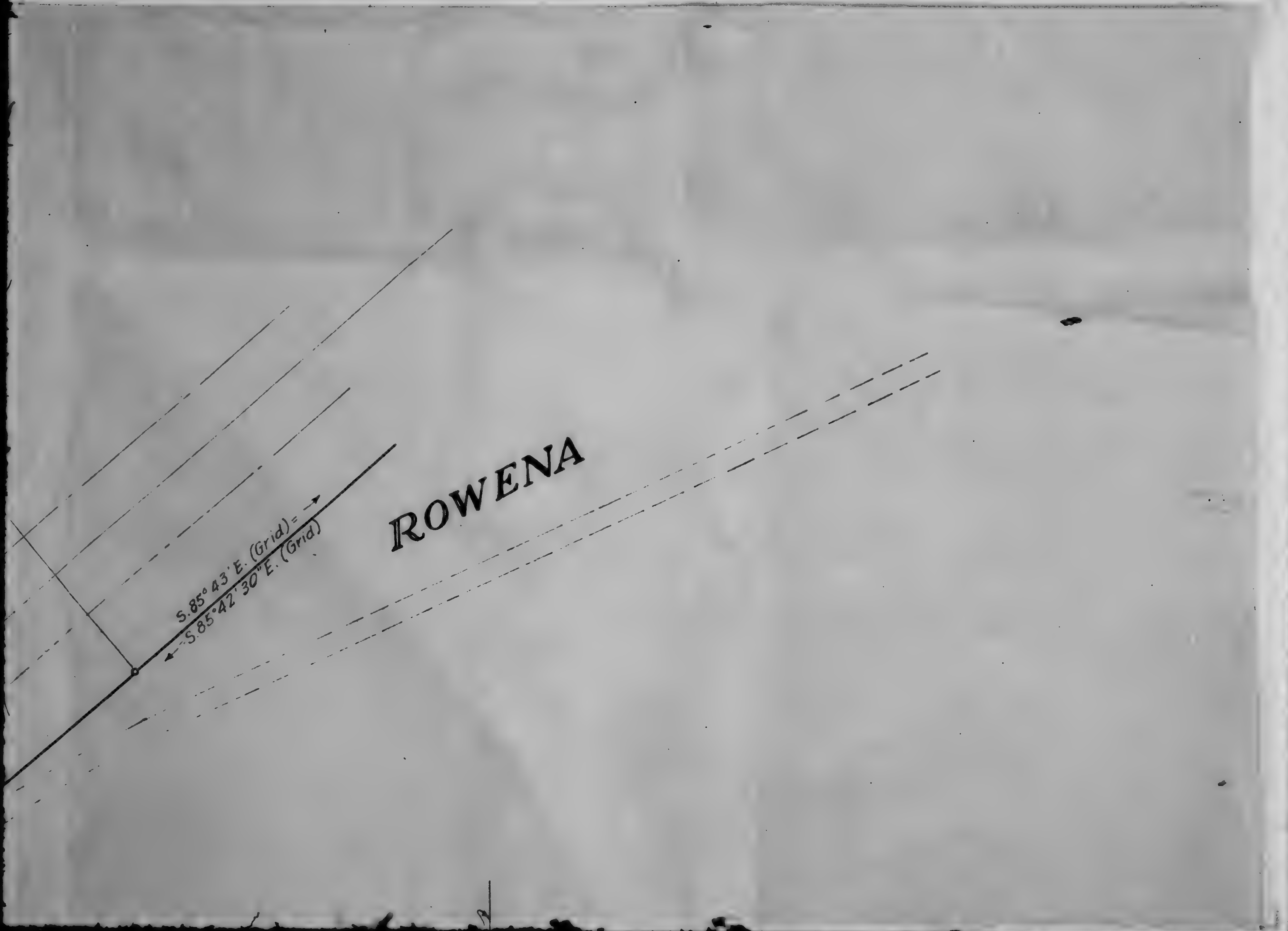
In answer to your letter of June 23 requesting certain changes in descriptions and right of way map of the Rowena Tunnel Section, I am forwarding under separate cover three copies of the map corrected according to your suggestions.

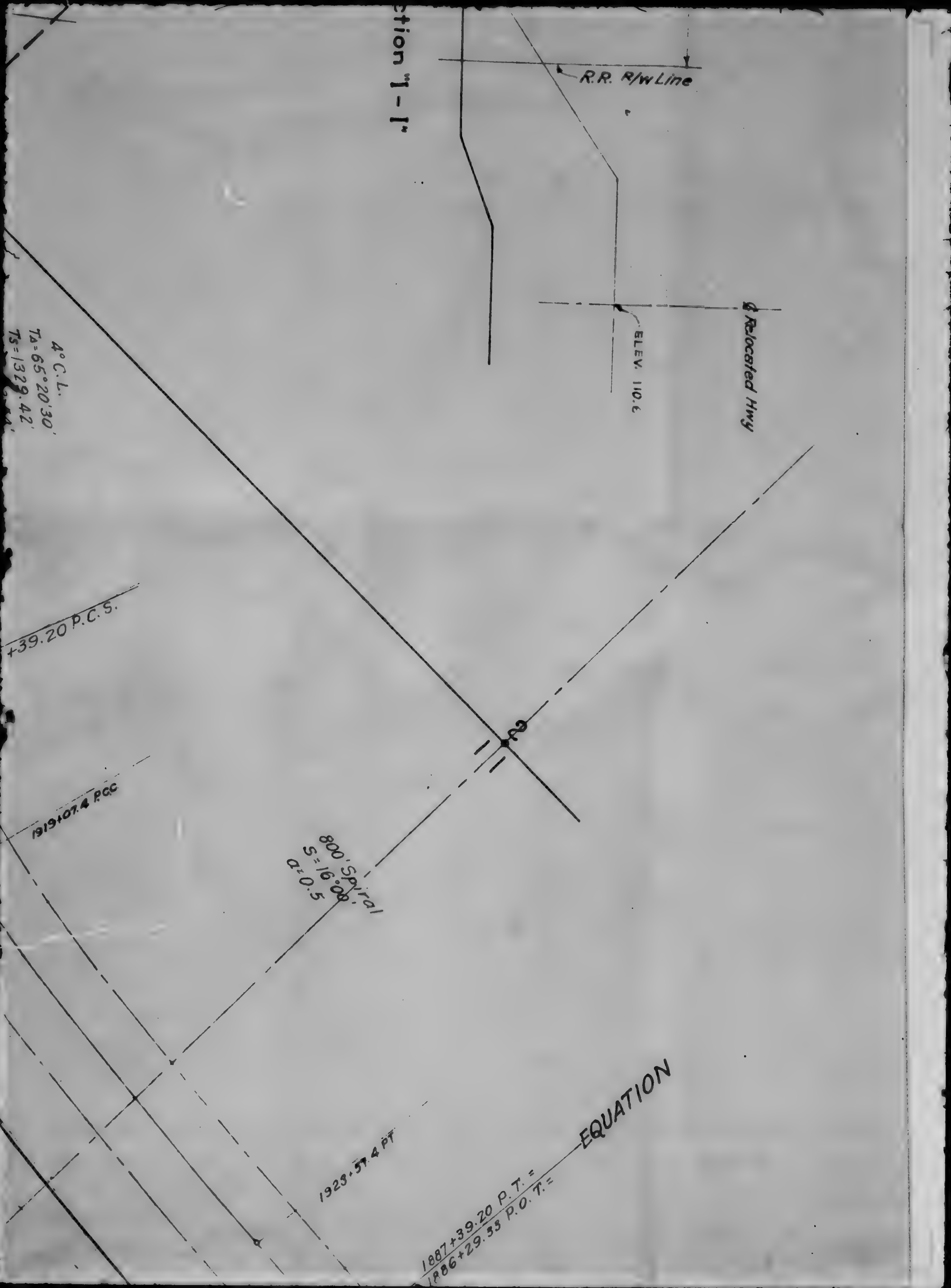
Revised descriptions have been forwarded to the Right of Way Department who will transmit one copy of the map to you with the descriptions.

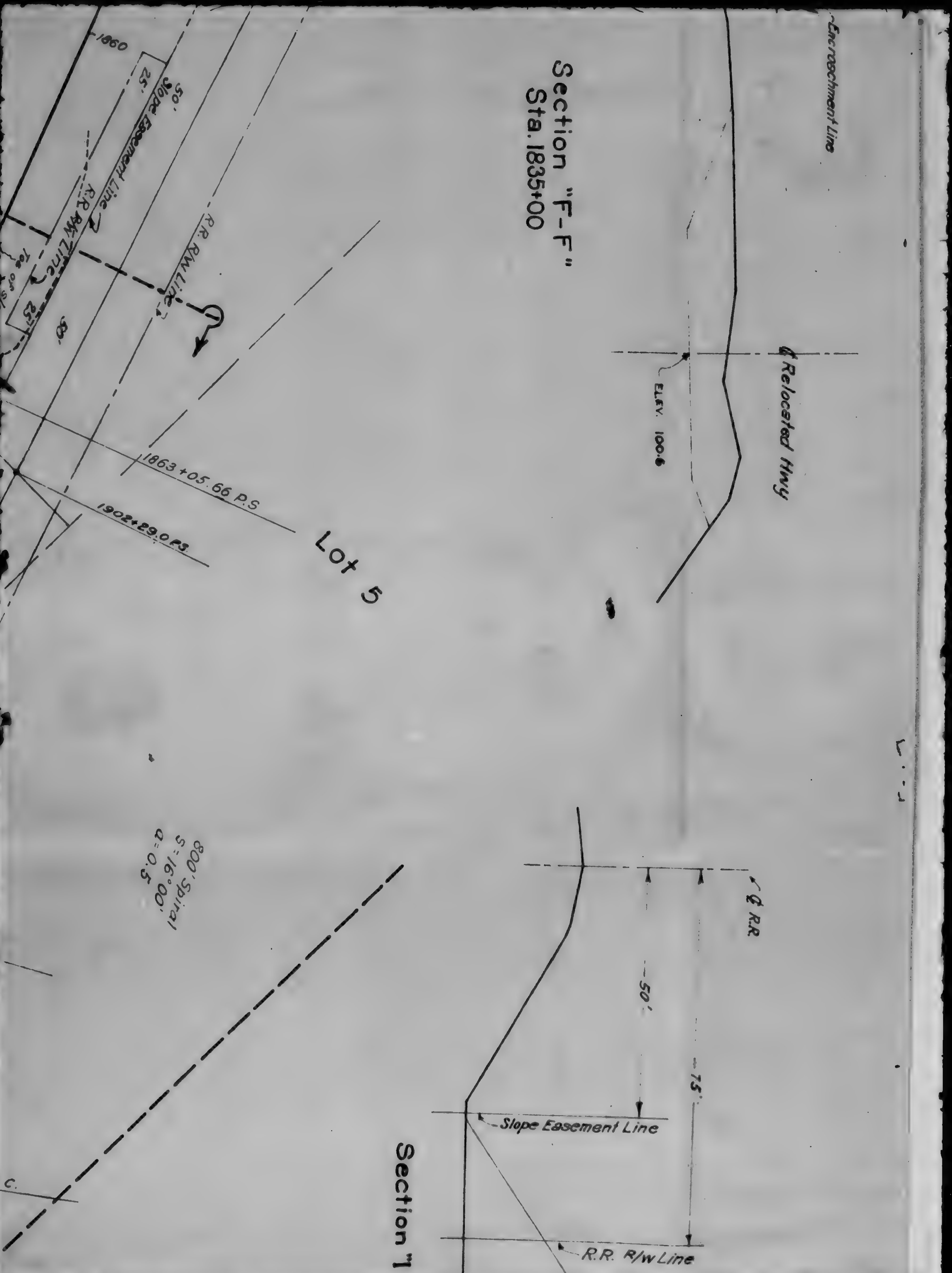
Very truly yours,

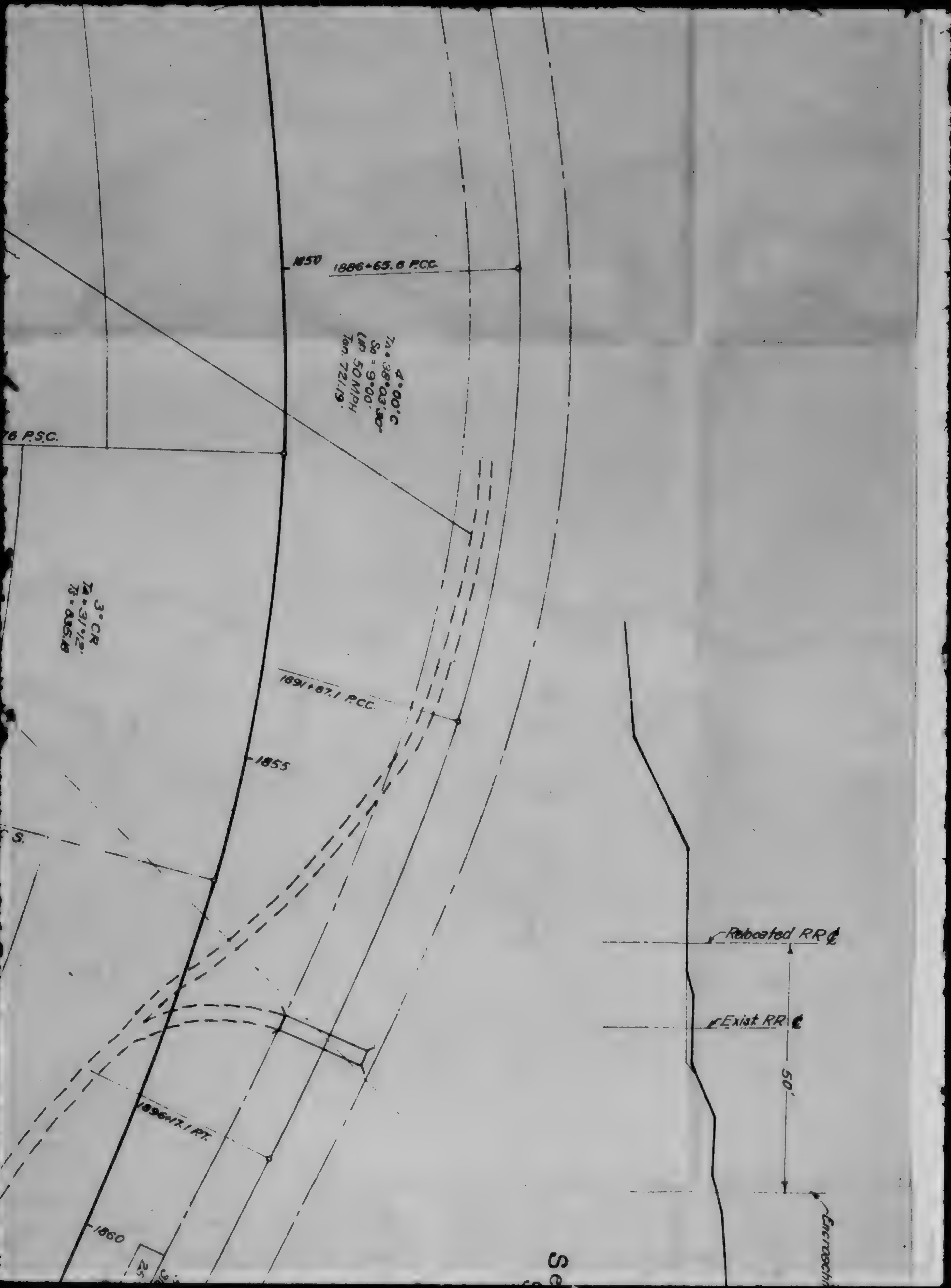
W. C. Williams
Assistant State Highway Engineer

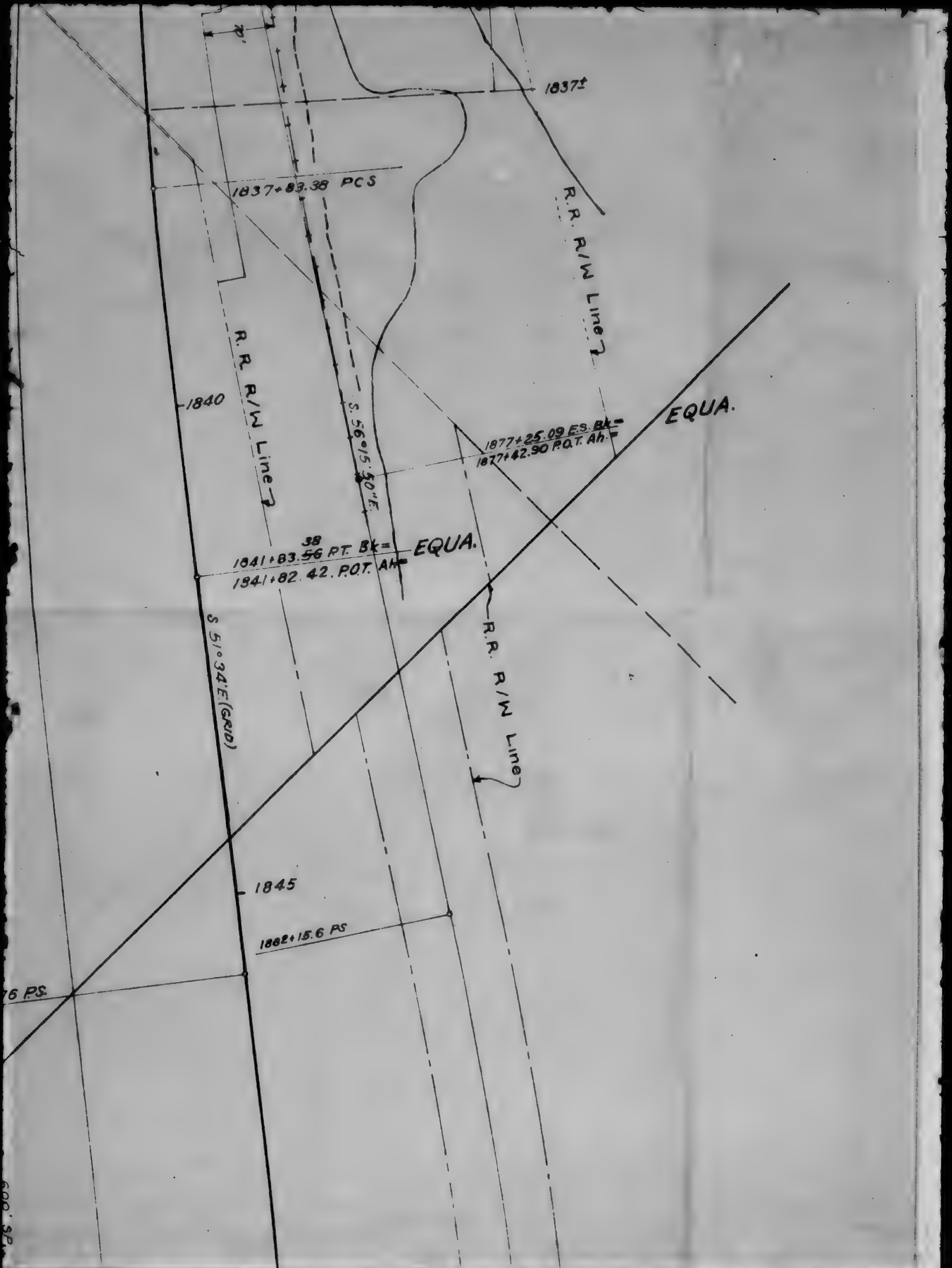
HGS:ar lg
cc Mr. H. G. Smith

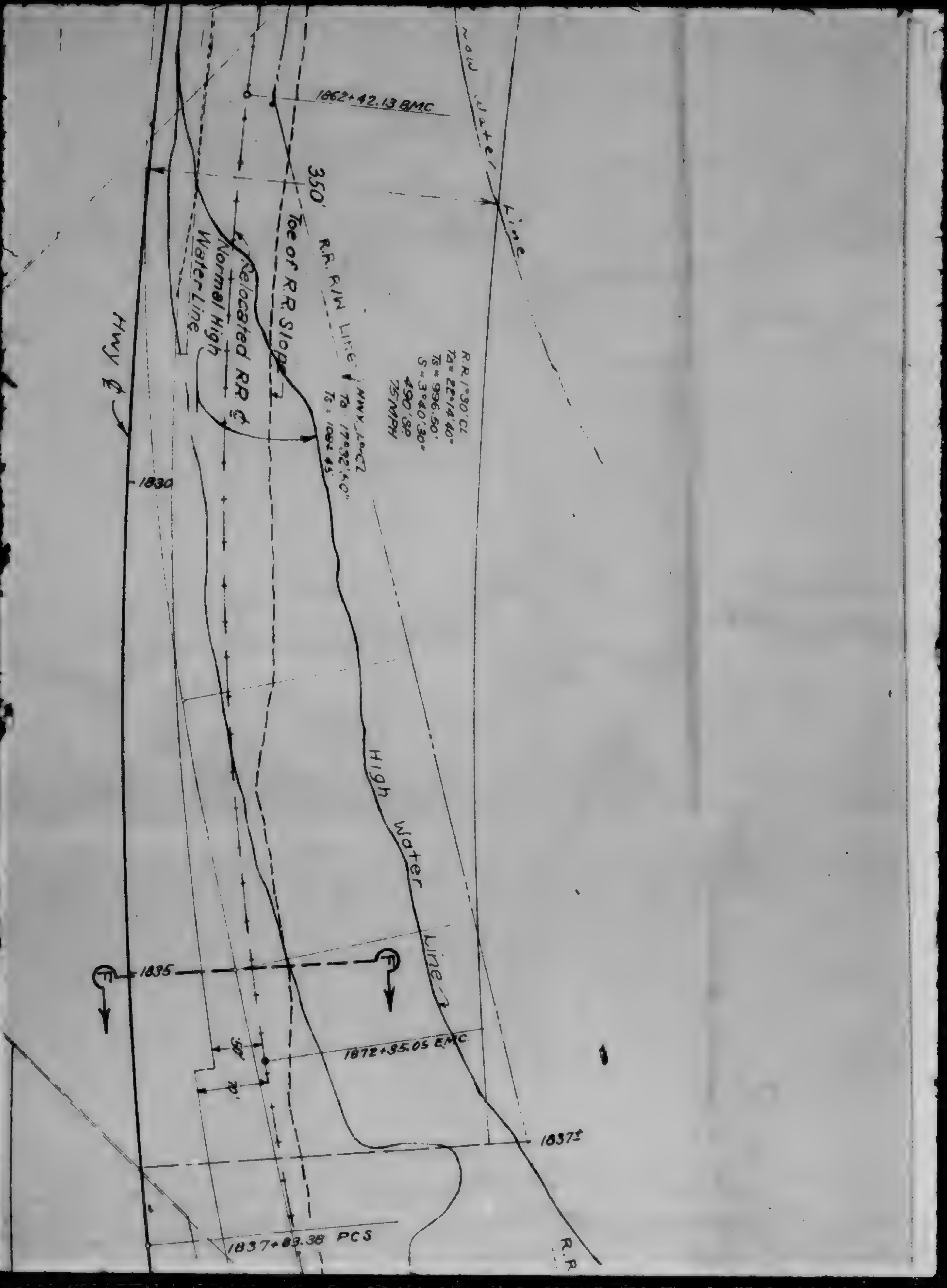

S.85°43'E. (Grid)
S.85°42'30"E. (Grid)
ROWENA

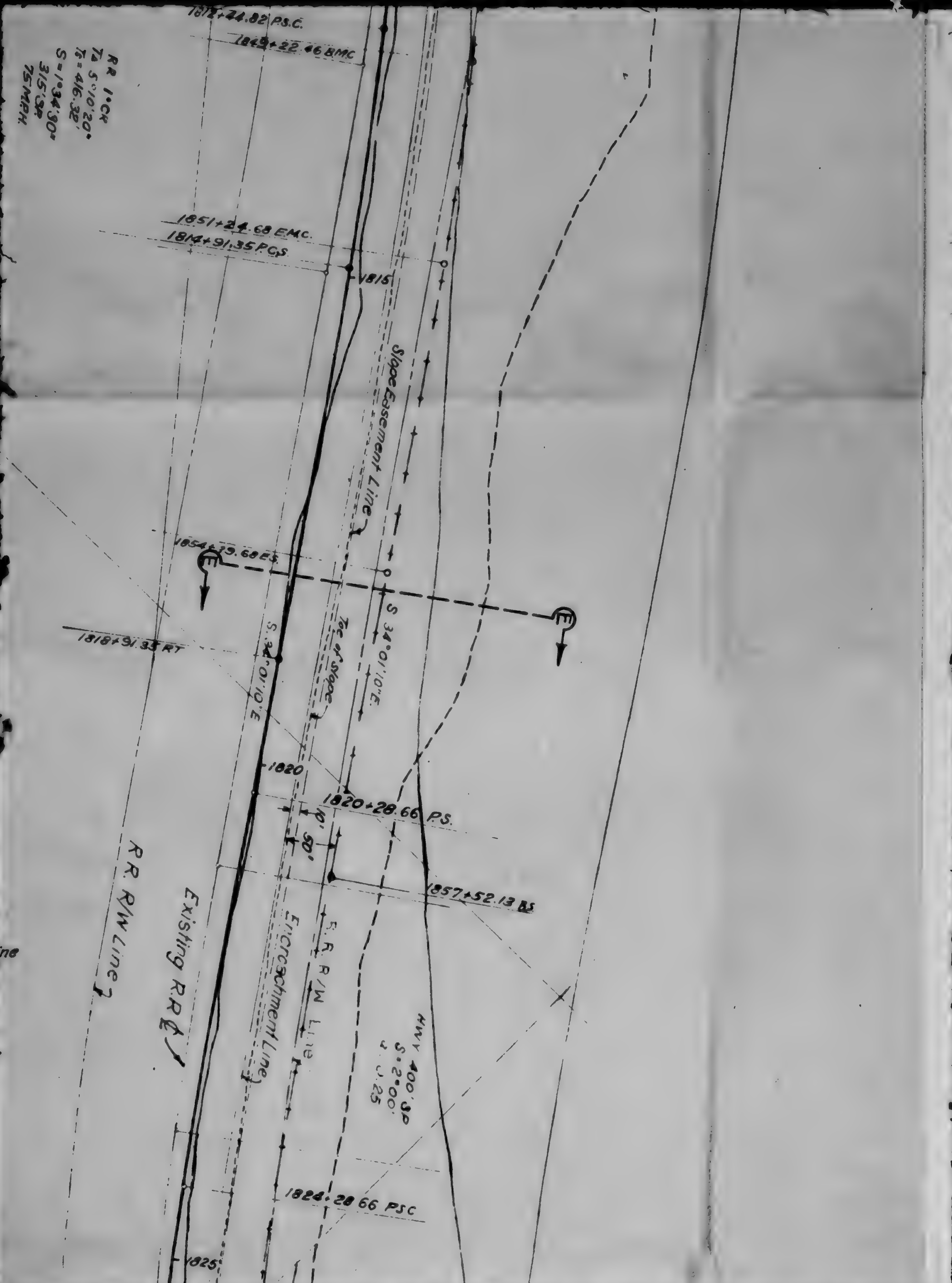

ction "1-1"
R.R. R/w Line
℄ Relocated Hwy
ELEV. 110.6
4° C.L.
Δ=65°20'30"
Ts=1329.42'
+39.20 P.C.S.
℄
1919+07.4 P.C.C
800' Spiral
S=16°00'
a=0.5
1923+57.4 PT
1887+39.20 P.T. =
1886+29.33 P.O.T. =
EQUATION

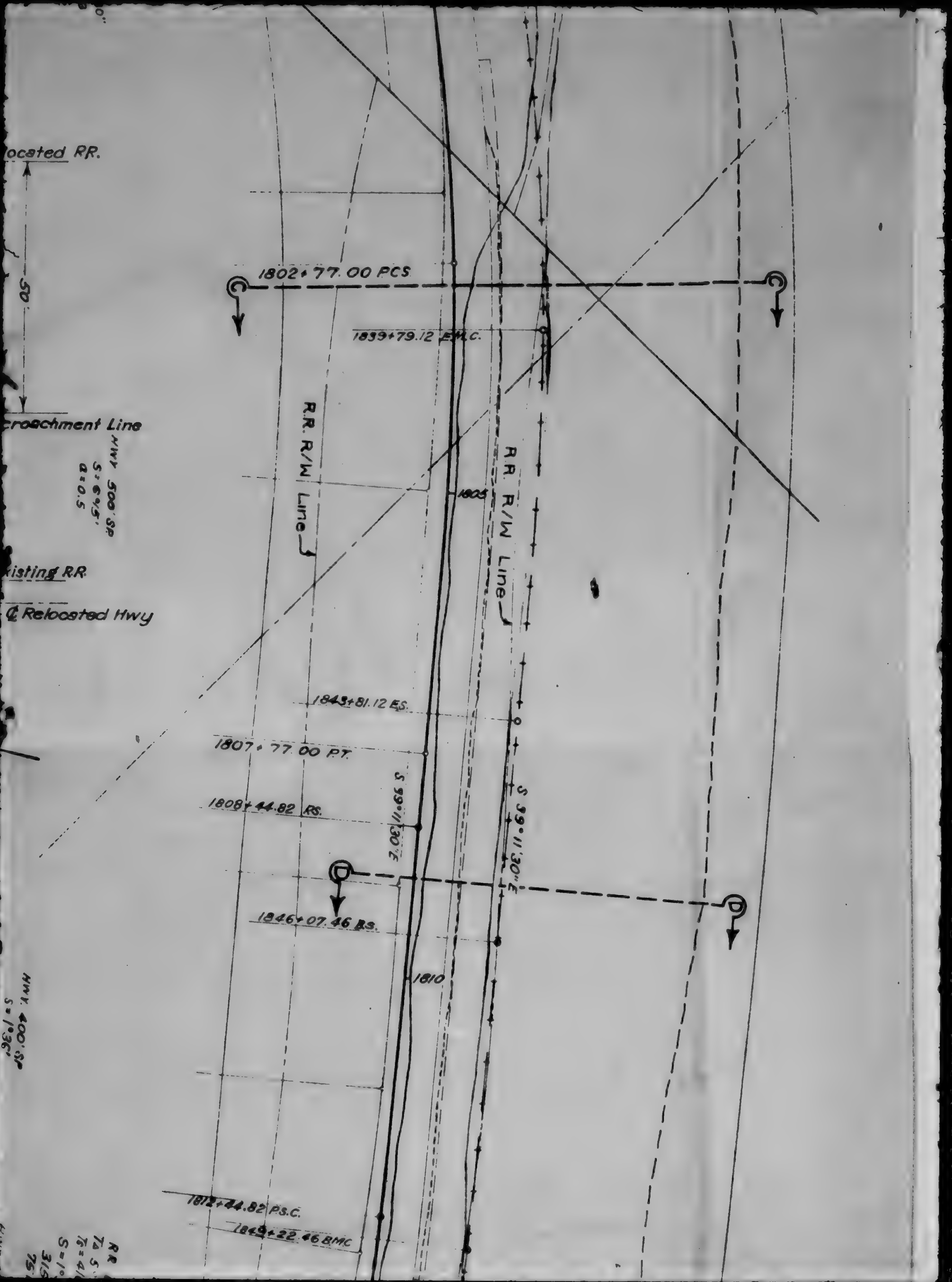

Section "F-F"
Sta. 1835+00
Encroachment Line
℄ Relocated Hwy
ELEV. 100.6
℄ R.R
50'
75'
Slope Easement Line
R.R. R/w Line
Section "1-
Lot 5
1863+05.66 P.S
1902+29.0 P.S.
800' Spiral
s=16°00'
a=0.5
1860
50'
25'
Slope Easement Line
R.R. R/W Line
R.R. R/W Line
80'
25
Toe of S
S.C.

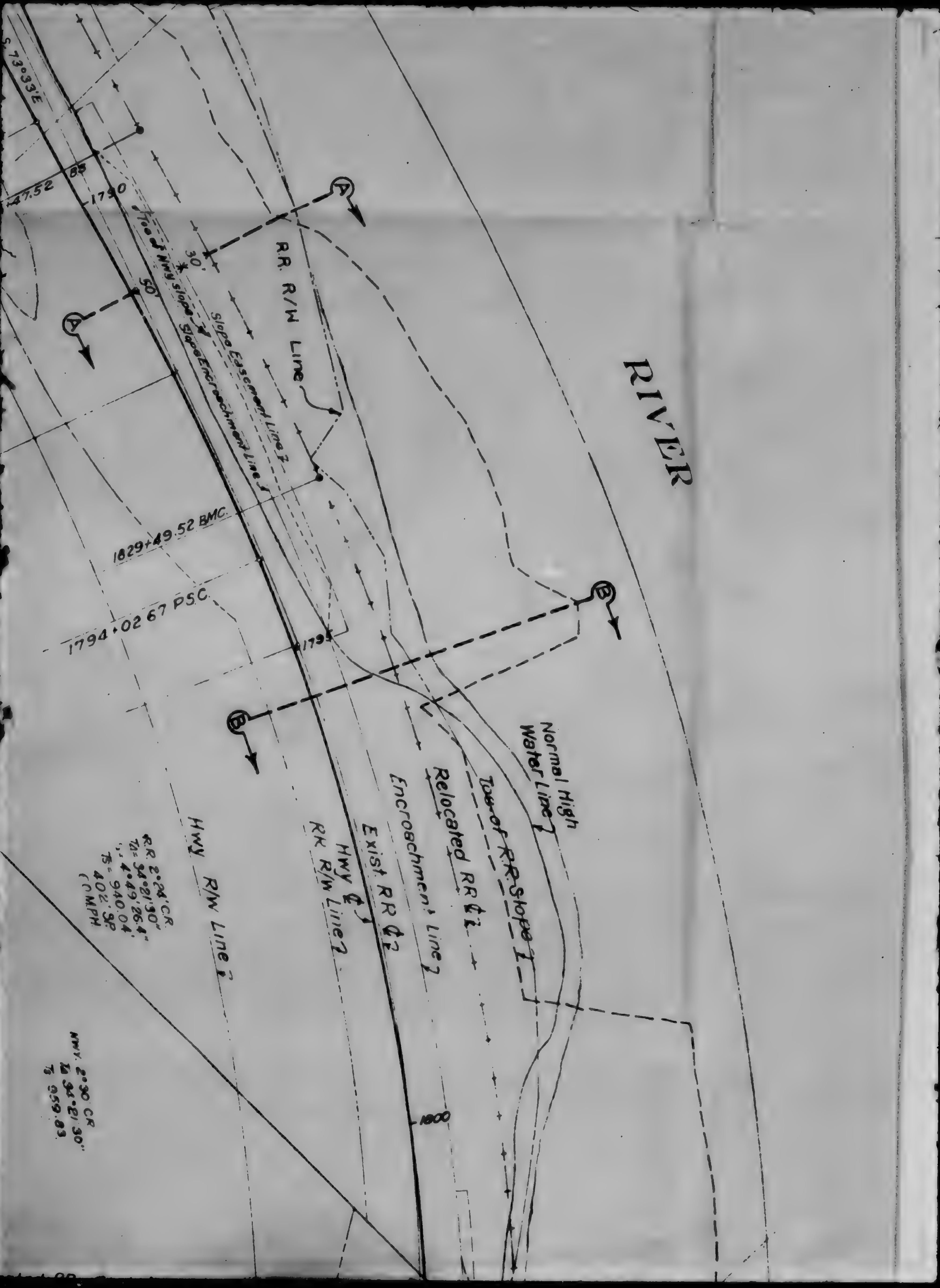

1850
1886+65.6 P.C.C.
4°00' C
Δa = 38°03'30"
Sa = 9°00'
UP 50 MPH
Tan. 721.19'
76 P.S.C.
3° CR
Δ = 31°12'
Ts = 835.18
1891+87.1 P.C.C.
1855
C.S.
1896+17.1 P.T.
1860
25
Relocated RR ℄
Exist RR ℄
50'
Encroachm
Se


7'
1837±
1837+83.38 PCS
R.R. R/W Line
R.R. R/W Line
1840
S.56°15'30"E.
1877+25.09 E.S. Bk=
1877+42.90 P.O.T. Ah=
EQUA.
1841+83.56 38 PT. Bk=
1841+82.42 P.O.T. Ah=
EQUA.
R.R. R/W Line
S 51°34'E.(GRID)
1845
1882+15.6 PS
76 P.S.
600' SP

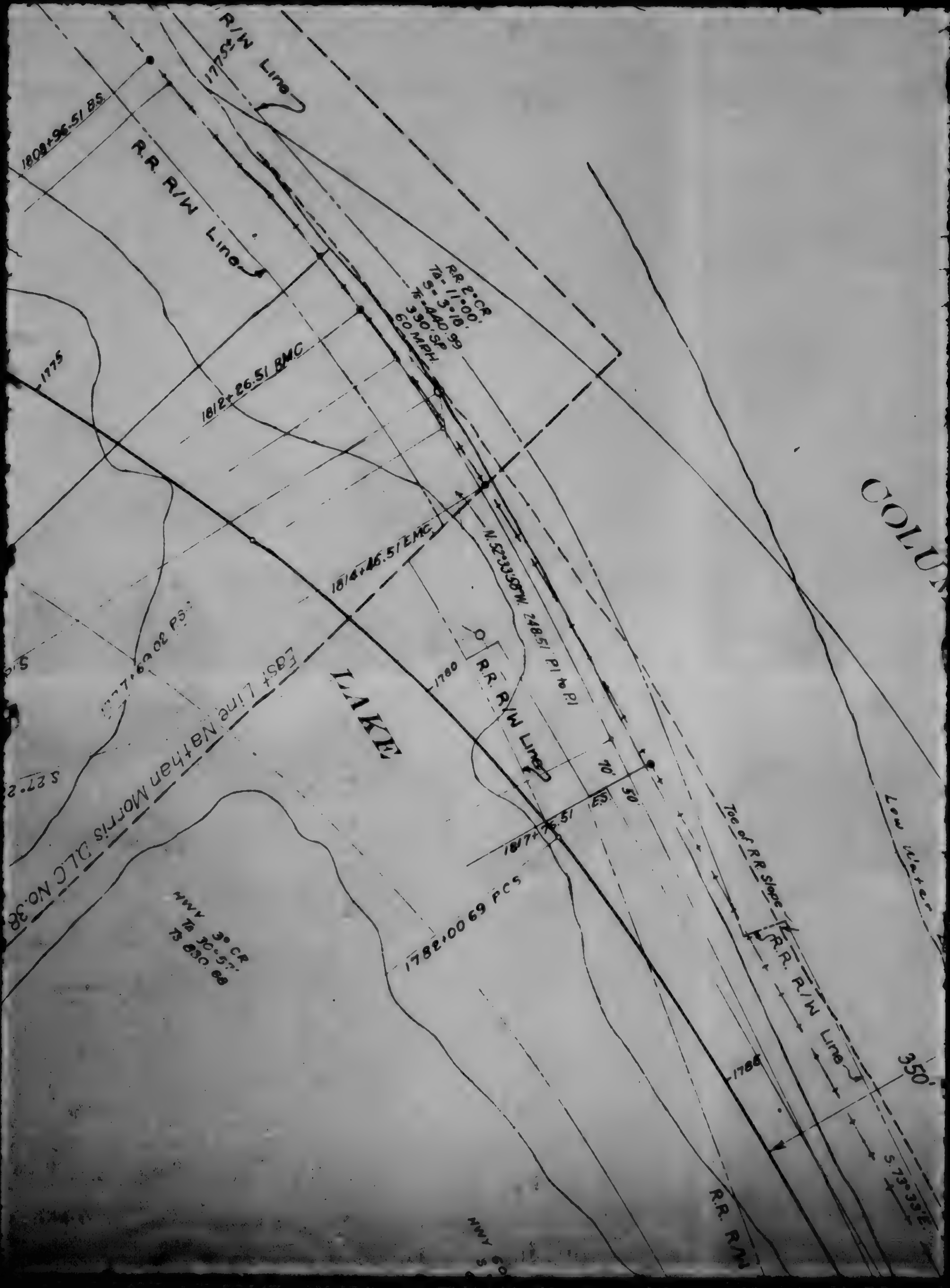

1862+42.13 BMC
Now Water Line
350'
Toe of R.R. Slope
R.R. R/W Line
Relocated RR ℄
Normal High Water Line
Hwy ℄
R.R. 1°30' CL
TΔ = 22°14'40"
Ts = 996.50'
S = 3°40'30"
490' SP
75 MPH
HWY. ℄ CL
TΔ 17°32'40"
Ts = 1084.45'
1830
High Water Line
F
1835
F
50'
70'
1872+35.05 EMC
1837±
1837+83.38 PCS
R.R

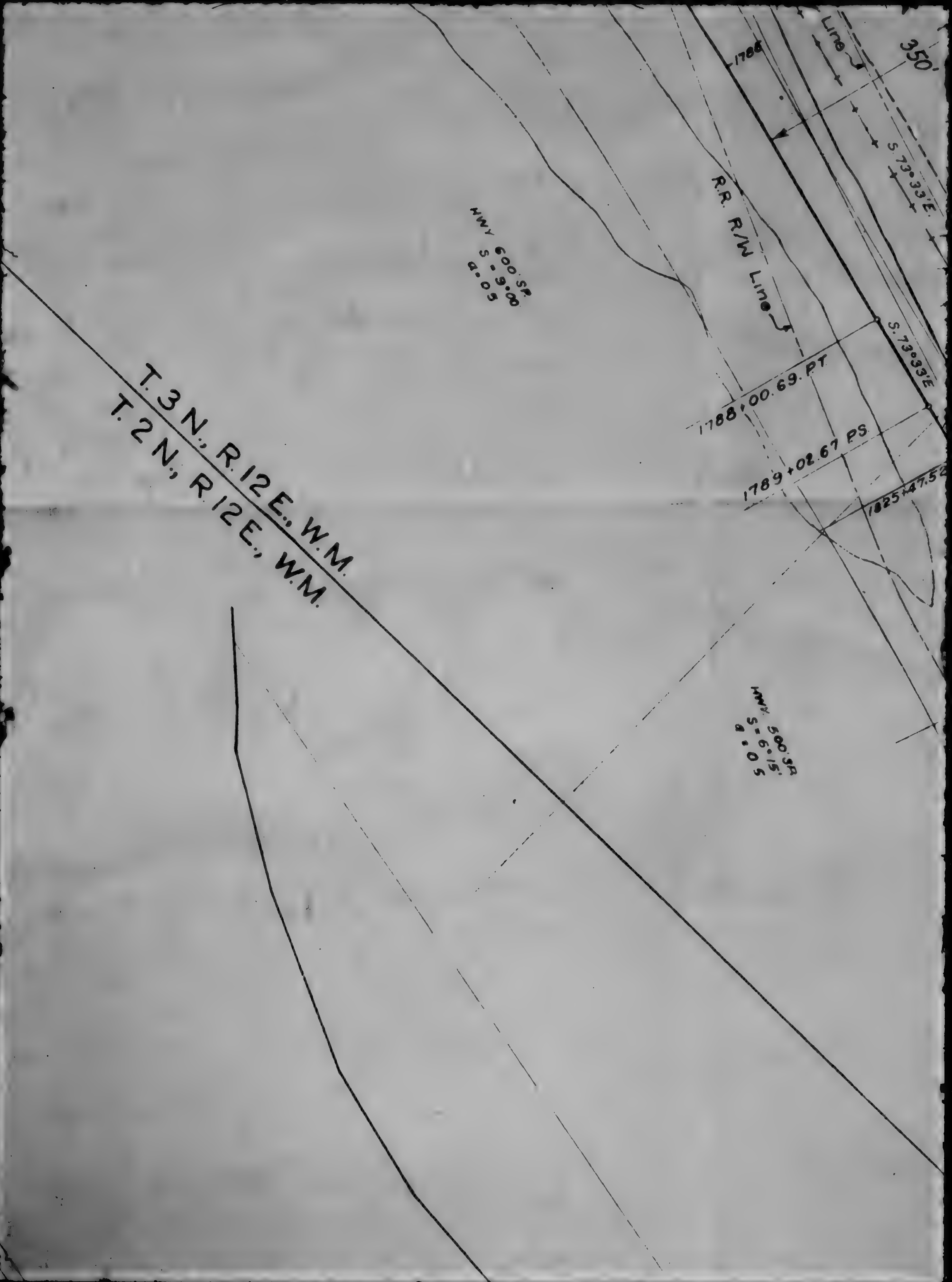

RR 1°CR
Ta 5°10'20"
Ts=416.32'
S=1°34'30"
315'SP
75 MPH
1812+24.82 P.S.C.
1849+22.46 BMC
1851+24.68 E.M.C.
1814+91.35 P.C.S.
1815
Slope Easement Line
1854+79.68 E.S.
S 34°01'10"E
S 34°01'10"E
Toe of Slope
1818+91.35 RT
1820
1820+28.66 P.S.
10'
50'
1857+52.13 B.S.
R.R. R/W Line
Existing R.R. ℄
Encroachment Line
R.R. R/W Line
HWY 400' SP
S=2°00'
e=.025
1824+28.66 PSC
1825
ine

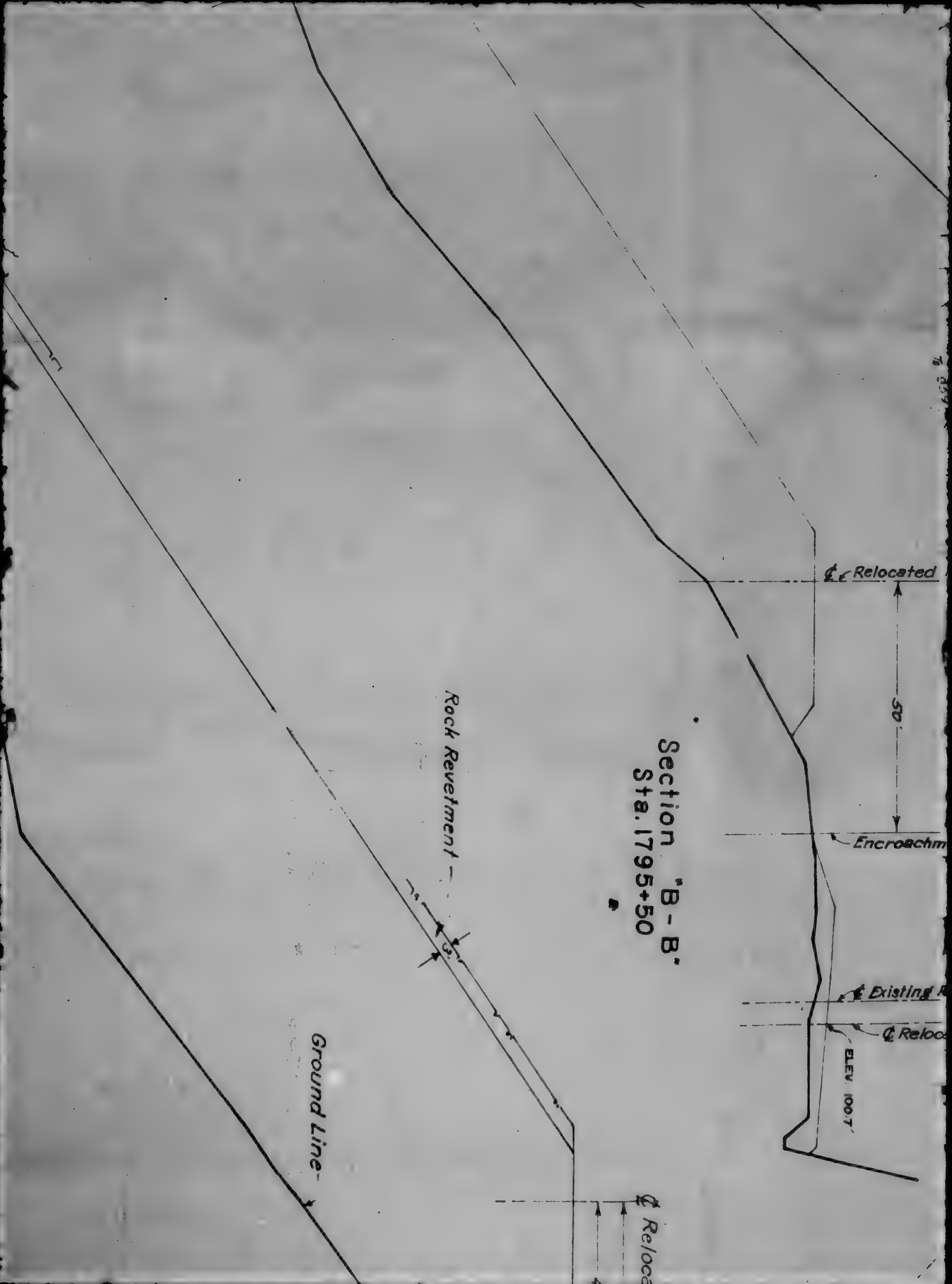

ocated RR.
50'
croachment Line
HWY 500' SP
S=6°45'
a=0.5
xisting RR.
℄ Relocated Hwy
1802+77.00 PCS
C
C
1839+79.12 EMC
R.R. R/W Line
R.R. R/W Line
1805
1843+81.12 ES.
1807+77.00 PT.
1808+44.82 RS.
S 39°11'30" E
S 39°11'30" E
D
D
1846+07.46 RS.
1810
HWY. 400' SP
S=1°36'
1812+44.82 P.S.C.
1849+22.46 BMC
RR
Ta 5
Ts=4
S=1°
315
75'

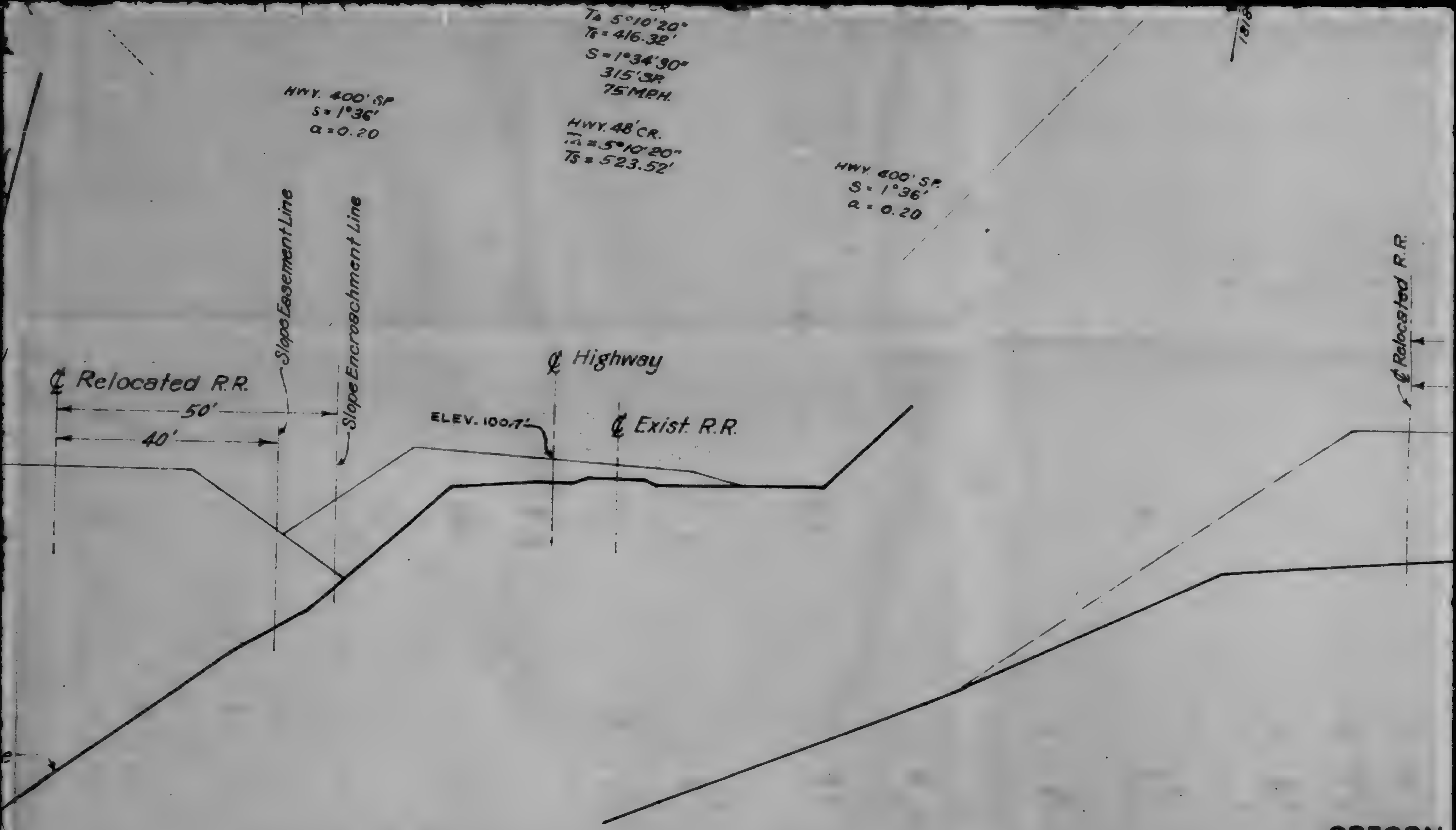
S 73°33'E
47.52
85
1790
Toe of Hwy Slope
30'
50'
A
A
R.R. R/W Line
Slope Easement Line
Slope Encroachment Line
1829+49.52 BMC
1794+02.67 PSC
1795
B
B
RIVER
Normal High Water Line
Toe of R.R. Slope
Relocated RR ℄
Encroachment Line
Exist. RR ℄
Hwy ℄
RR R/W Line
Hwy R/W Line
R.R. 2°24' C.R.
Δa= 34°21'30"
" 4°49'26.4"
Ts= 940.04
40' 3P
60 MPH
1800
HWY. 2°30' CR
Δ 34°21'30"
Ts 959.83

COLUMBIA
Low Water Line
350'
S. 73°33'E.
S. 73°


R/W Line
1775
1808+96.51 B.S.
R.R. R/W Line
R.R. 2° CR.
Ta- 11.00'
S- 3°10'
Ts-440.99
330' SP
60 MPH.
1775
1812+26.51 BMC
1814+46.51 EMC
N 52°33'30"W. 248.51 PI to PI
1777+60.02 P.S.
S 27.2
1780
R.R. R/W Line
LAKE
East Line Nathan Morris D.L.C. No. 38
70'
50'
E.S.
1817+76.51
Toe of R.R. Slope
COLUM
Low Water
1782+00.69 P.C.S.
HWY 3° CR
Ta 30°57'
Ts 630.68
R.R. R/W Line
1786
350'
S. 73°33'E.
R.R. R/W
HWY 6


Line
350'
1788
S. 73°33'E.
R.R. R/W Line
HWY 600' SR
S = 9°00'
a = 0.5
S. 73°33'E.
1788+00.69 PT
1789+02.67 PS
1825+47.52
T.3 N., R.12 E., W.M.
T.2 N., R.12 E., W.M.
HWY 500' SR
S = 6°15'
a = 0.5


Section "B-B"
Sta. 1795+50
℄ Relocated
50'
Encroachm
℄ Existing R
℄ Reloca
ELEV. 100.7'
Rock Revetment
3'
Ground Line
℄ Reloca


Ta 5°10'20"
Ts = 416.32'
S = 1°34'30"
315' SP.
75 M.P.H.
HWY. 400' SP.
S = 1°36'
a = 0.20
HWY. 48' CR.
Δ = 5°10'20"
Ts = 523.52'
HWY. 400' SP.
S = 1°36'
a = 0.20
1818
℄ Relocated R.R.
50'
40'
Slope Easement Line
Slope Encroachment Line
℄ Highway
ELEV. 100.7'
℄ Exist. R.R.
℄ Relocated R.R.

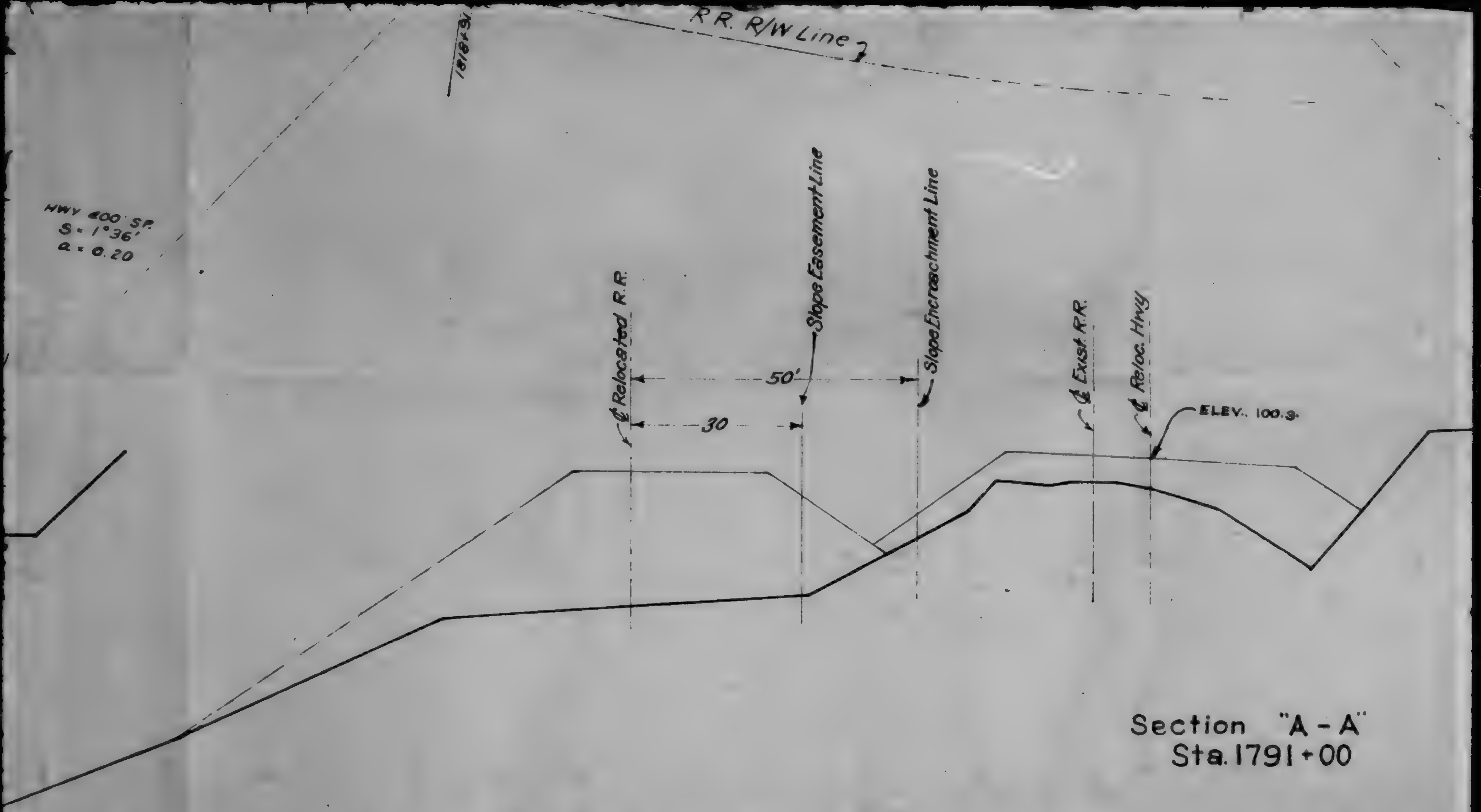
Section "C-C"
Sta. 1803+00
1" = 20'

OREGON

ROWEN

ENCROAC

COLUM

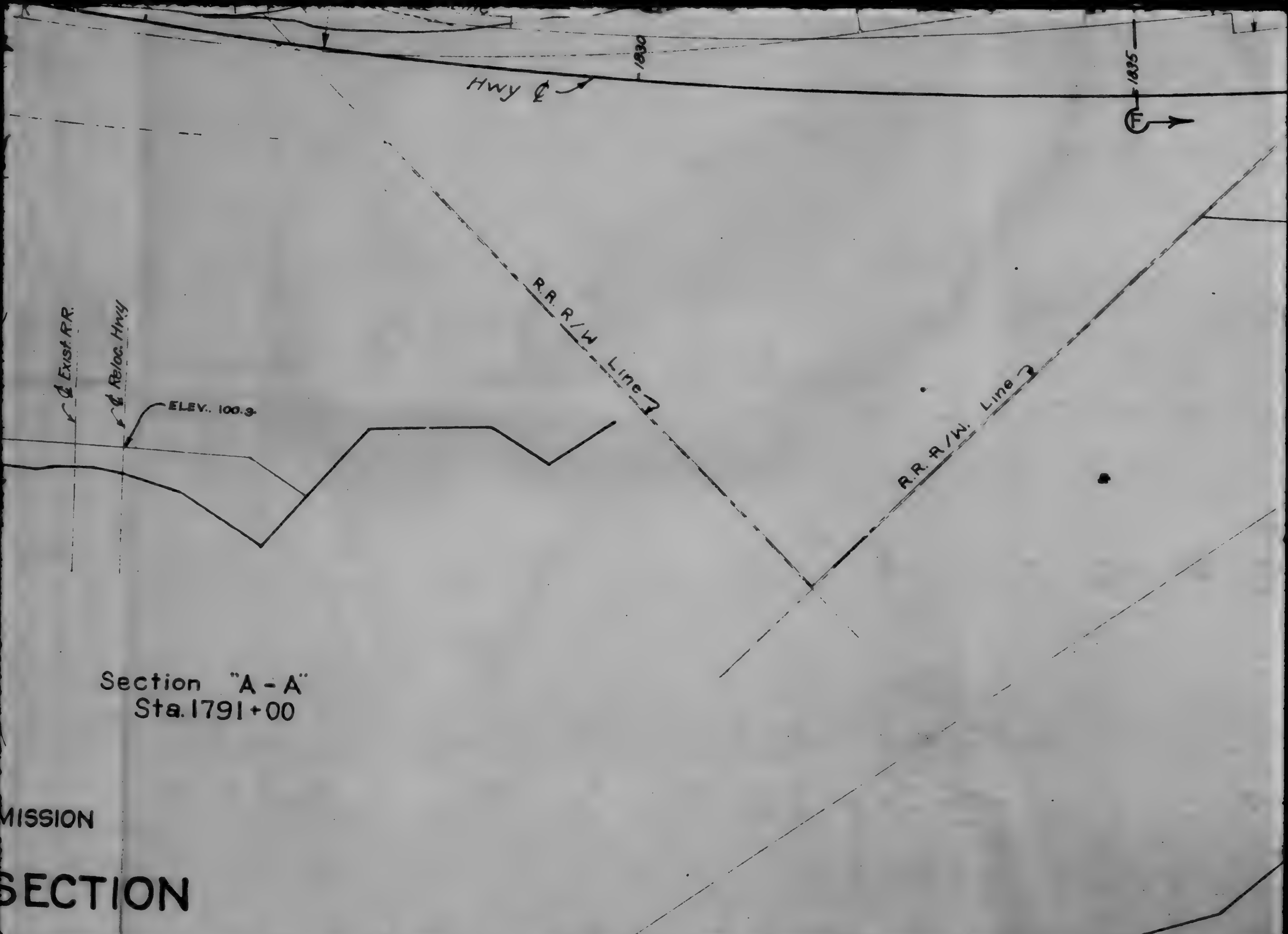

R.R. R/W Line
1818+91
HWY 400' SP.
S = 1°36'
a = 0.20
℄ Relocated R.R.
Slope Easement Line
Slope Encroachment Line
℄ Exist. R.R.
℄ Reloc. Hwy
50'
30
ELEV. 100.3

Section "A - A"
Sta. 1791 + 00

OREGON STATE HIGHWAY COMMISSION
Located Line

ROWENA TUNNEL SECTION

ENCROACHMENTS ON U.P.R.R. PROPERTY



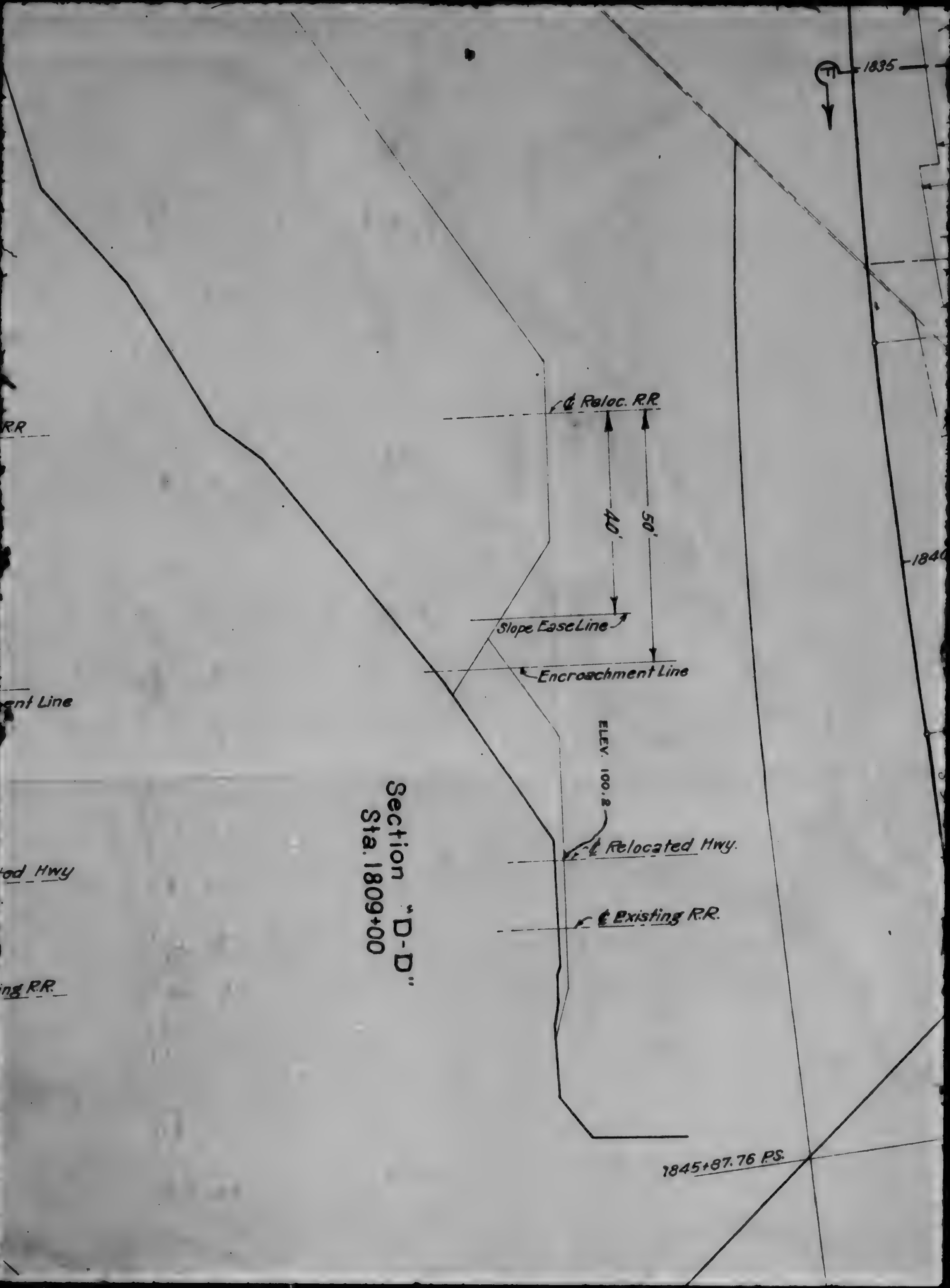
1830
1835
Hwy ℄
R.R. R/W Line
R.R. R/W. Line
℄ Exist. R.R.
℄ Reloc. Hwy
ELEV. 100.3

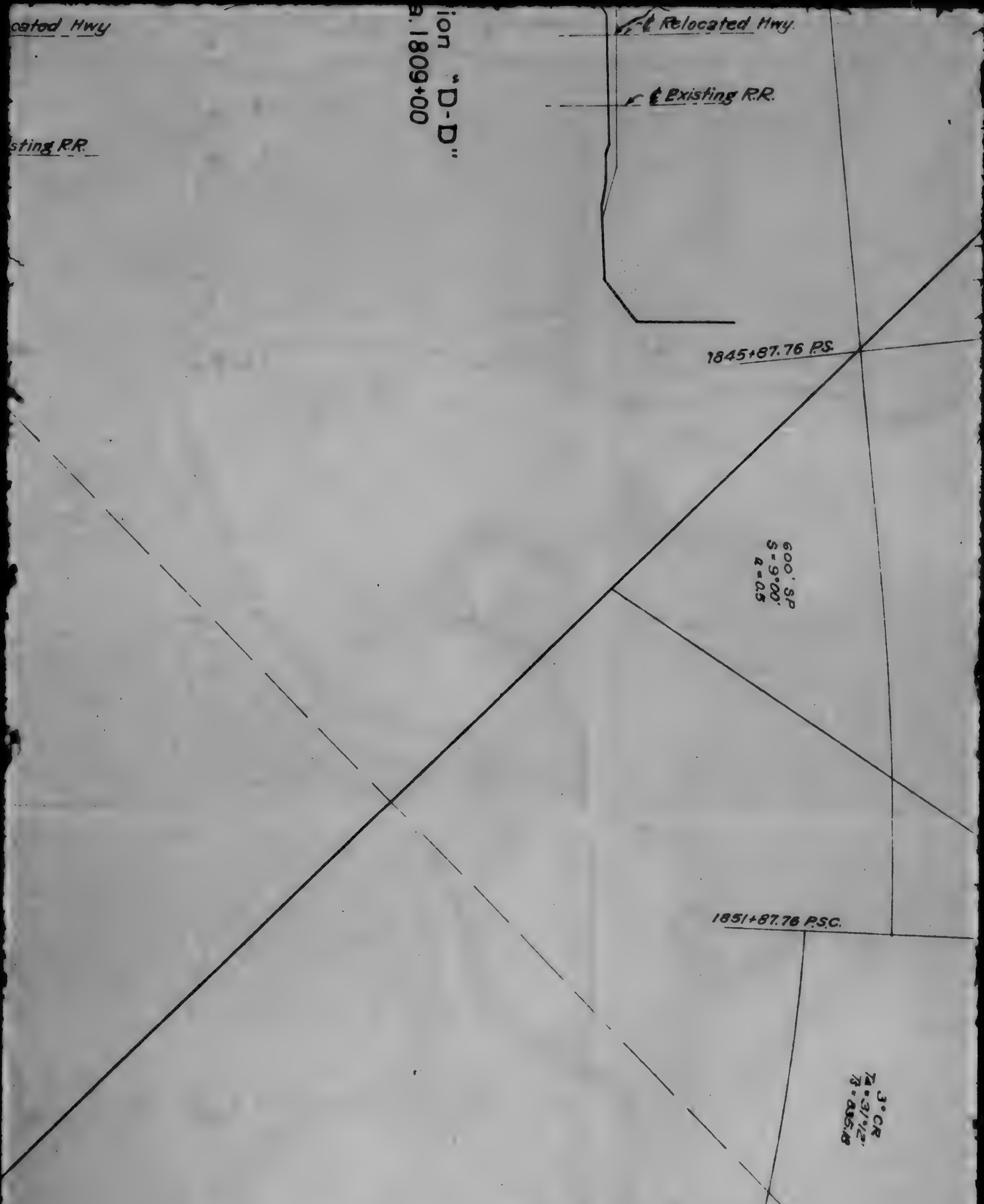
Section "A - A"
Sta. 1791+00

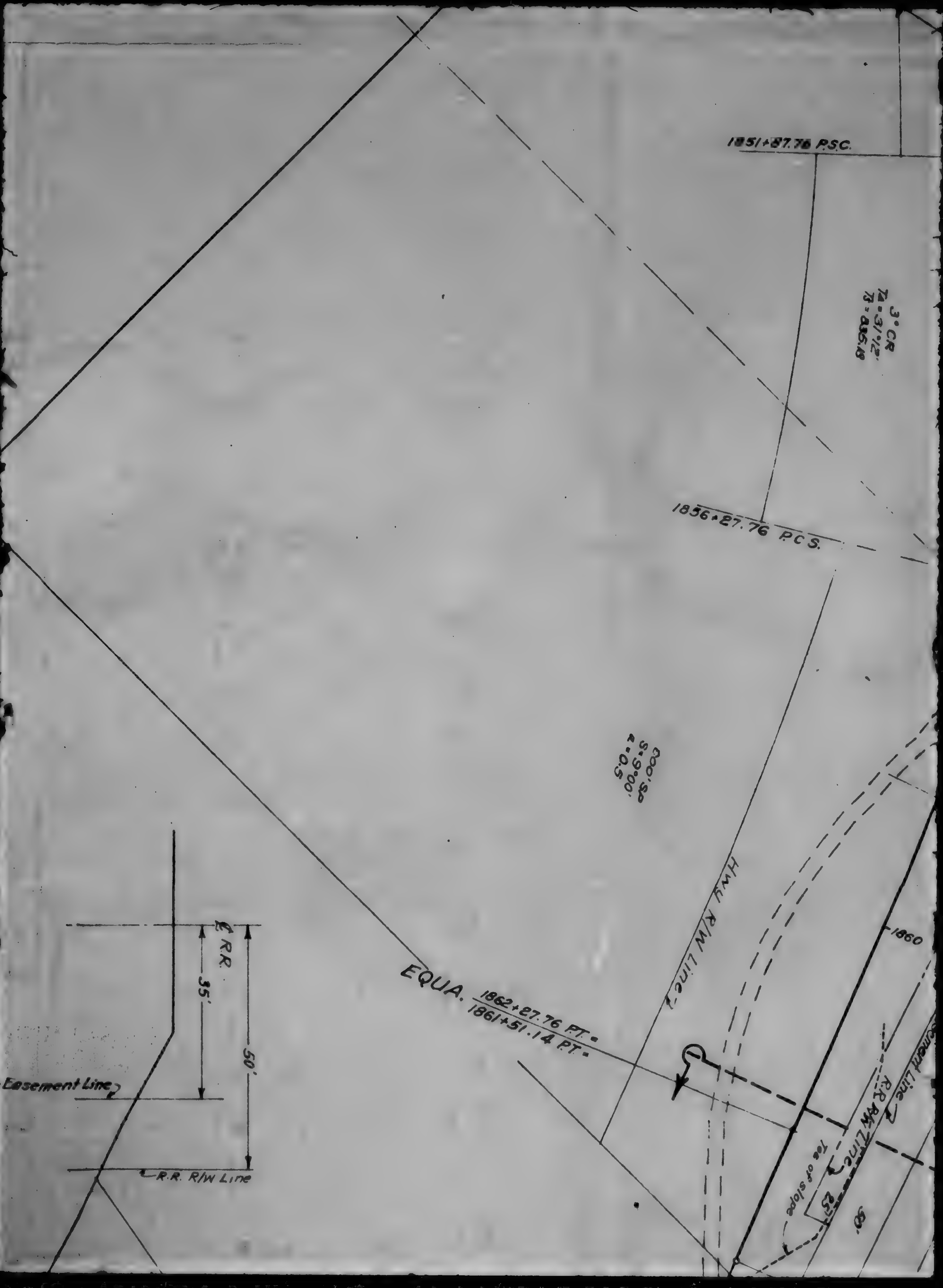
MISSION

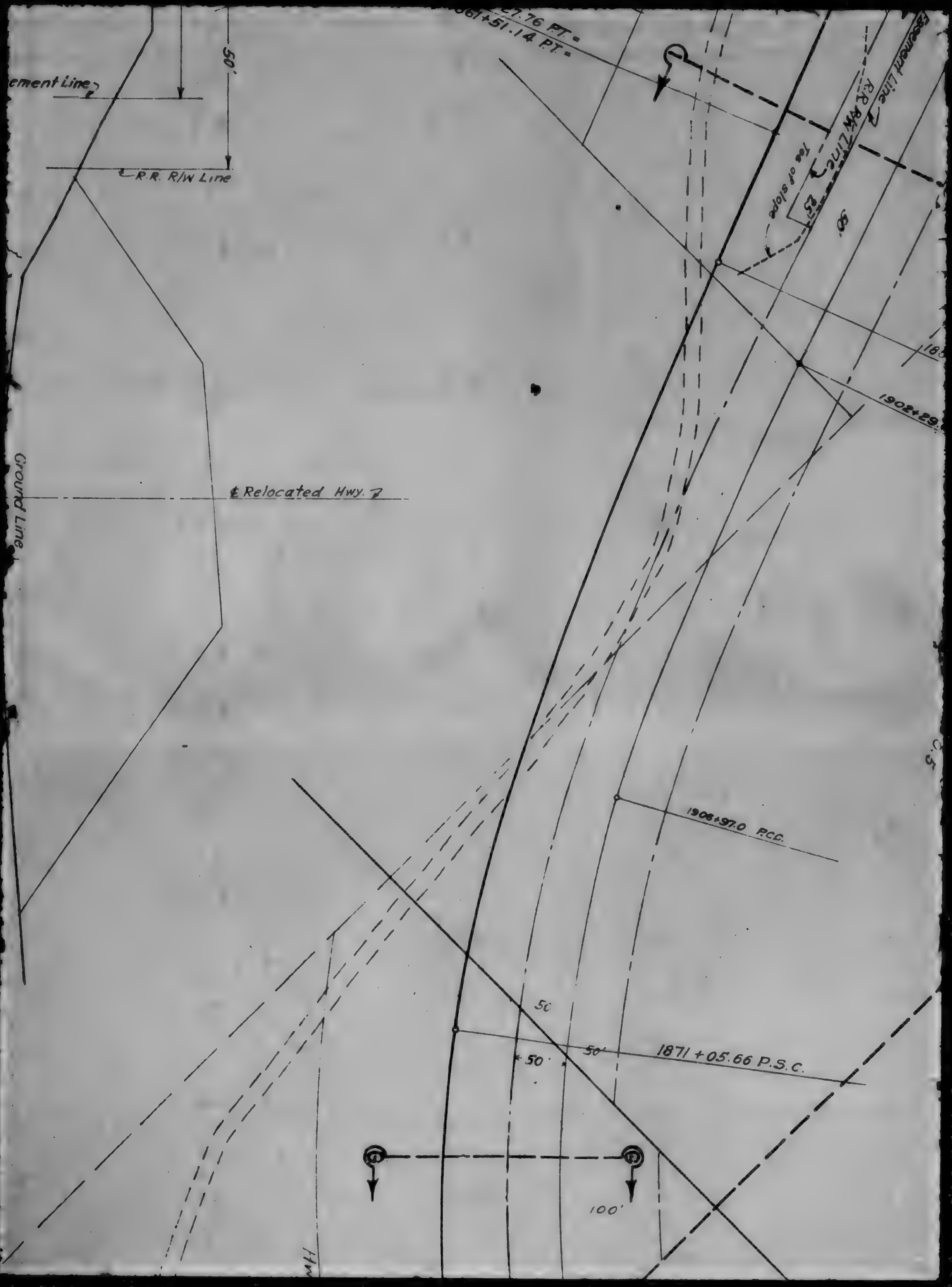
SECTION

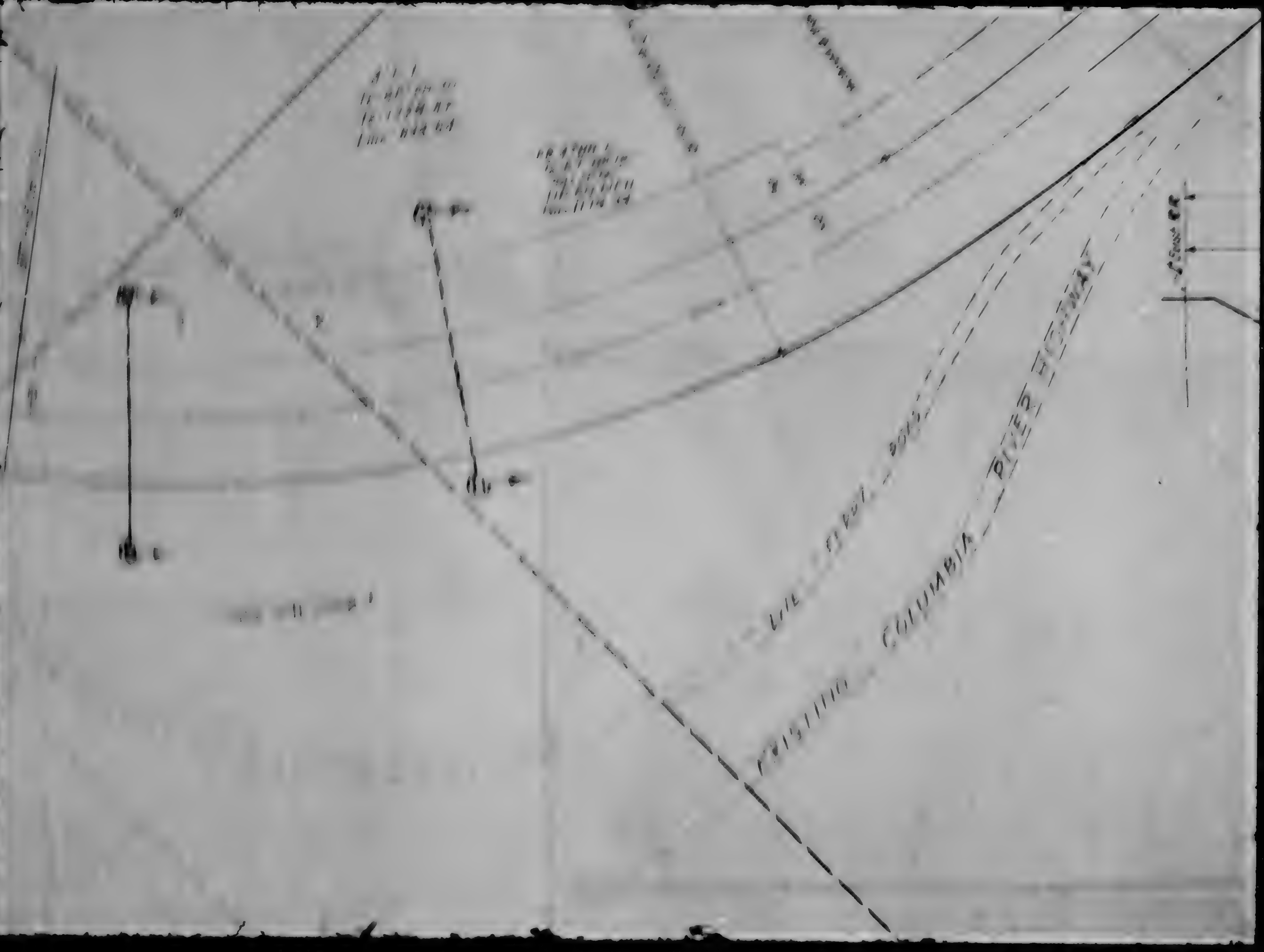
PROPERTY

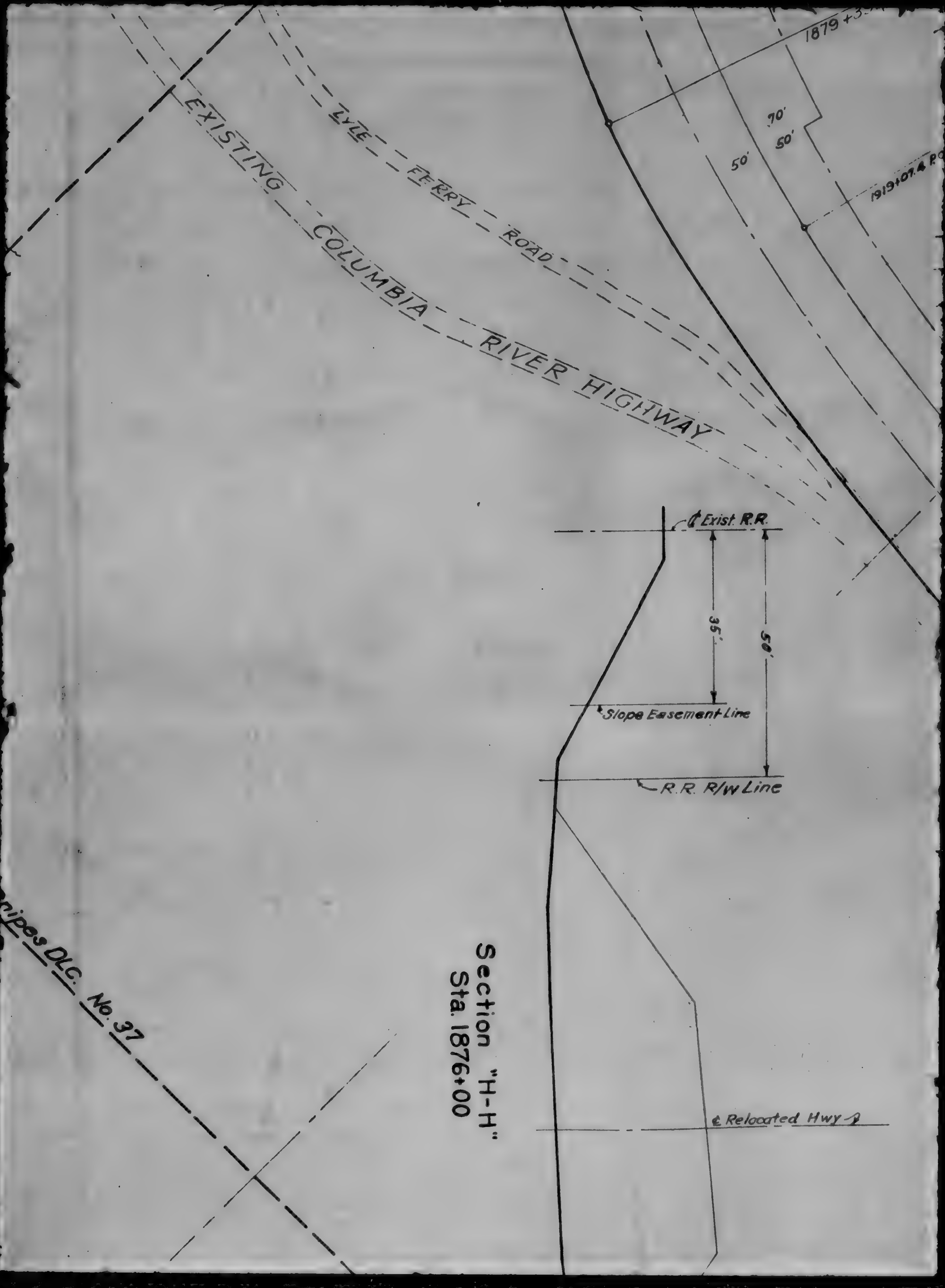

1835
1840
¢ Reloc. R.R.
40'
50'
Slope Base Line
Encroachment Line
ELEV. 100.2
¢ Relocated Hwy.
¢ Existing R.R.
1845+87.76 P.S.
Section "D-D"
Sta. 1809+00
R.R
ent Line
ted Hwy
ing R.R.

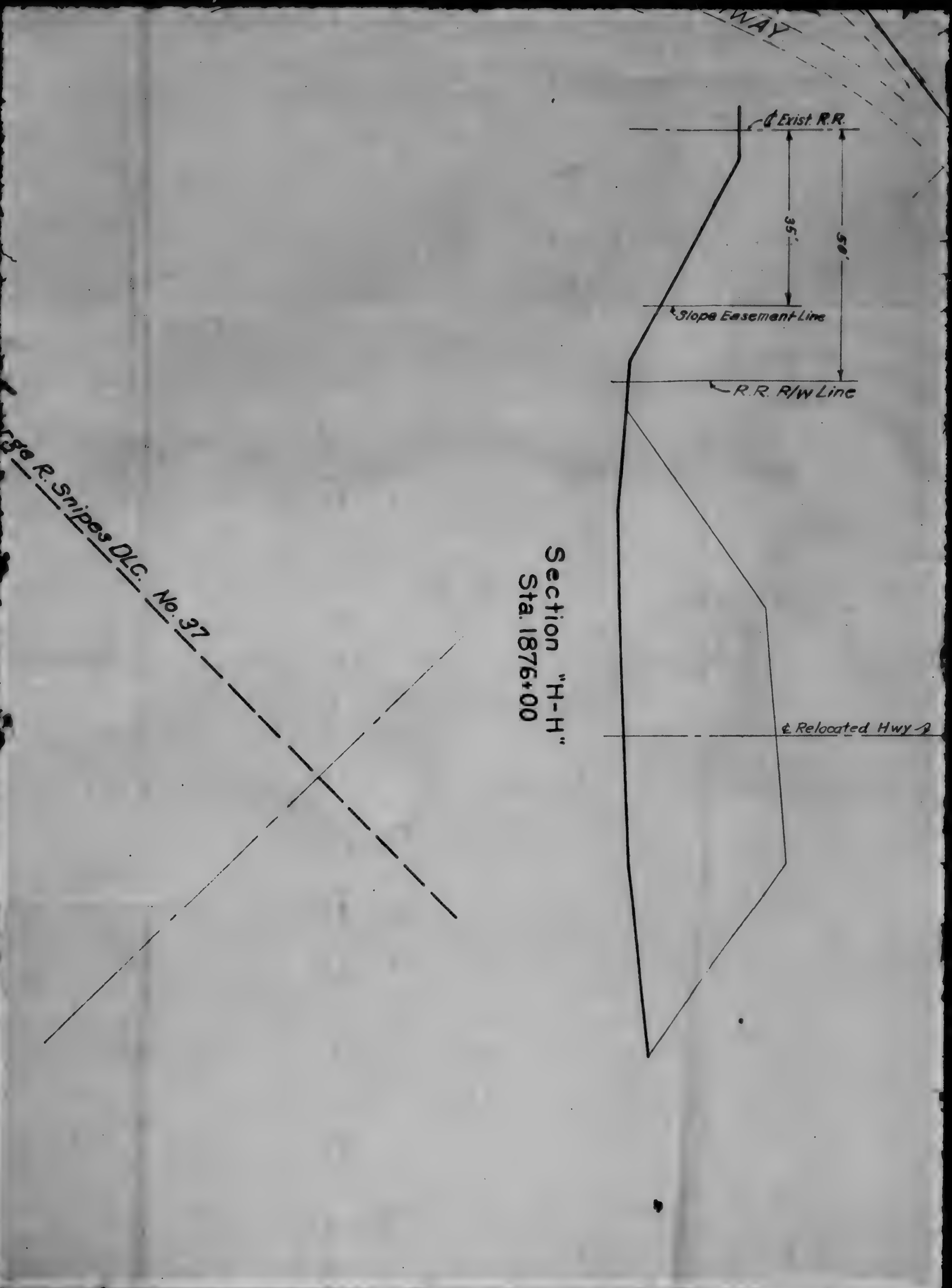

cated Hwy
sting R.R.
ion "D-D"
a.1809+00
℄ Relocated Hwy.
℄ Existing R.R.
1845+87.76 P.S.
600' SP
S = 9°00'
a = 0.5
1851+87.76 P.S.C.
3° CR
Δ = 31°12'
T = 835.18
1856+27.76


1851+87.76 P.S.C.
3° CR
Δ=31°12'
Ts=836.18
1856+27.76 P.C.S.
600' Sp.
S=9°00'
e=0.5
Hwy R/W Line
EQUA. 1862+27.76 P.T. = 1861+51.14 P.T. =
1860
Easement Line
R.R. R/W Line
Toe of slope
25
80'
℄ R.R.
35'
50'
Easement Line
R.R. R/W Line


27.76 P.T. =
61+51.14 P.T. =
ement Line
50'
R.R. R/W Line
Easement Line
R.R. R/W Line
Toe of slope
25
50'
18
1902+29
Ground Line
℄ Relocated Hwy.
1906+97.0 P.C.C.
C.S
50
50'
50'
1871+05.66 P.S.C.
100'
Hw


EXISTING COLUMBIA RIVER HIGHWAY

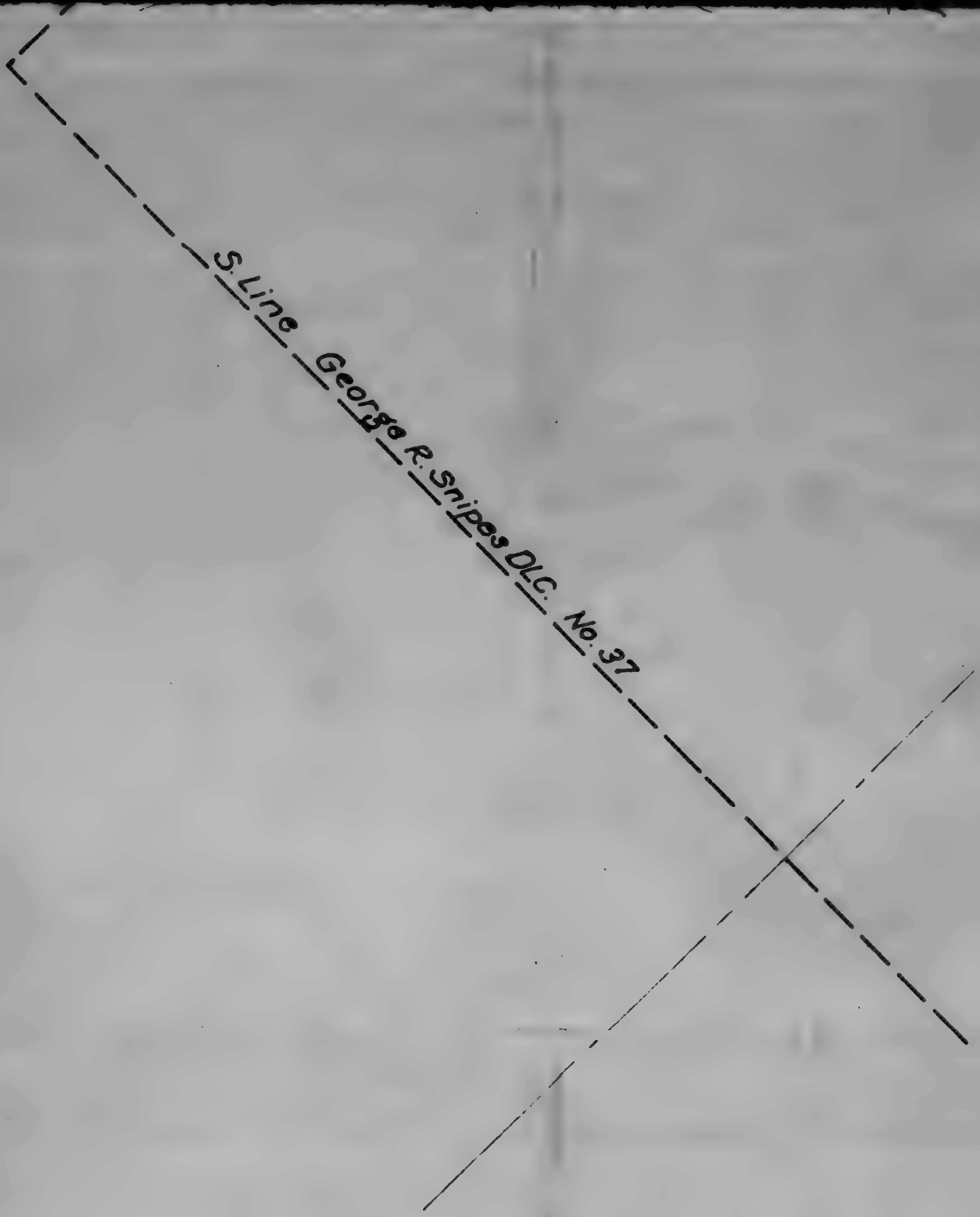

1879+3
70'
50'
50'
1919+07.4 P.
LYLE FERRY ROAD
EXISTING COLUMBIA RIVER HIGHWAY
℄ Exist. R.R.
35'
50'
Slope Easement Line
R.R. R/W Line
nipos DLC. No. 37
Section "H-H"
Sta. 1876+00
℄ Relocated Hwy

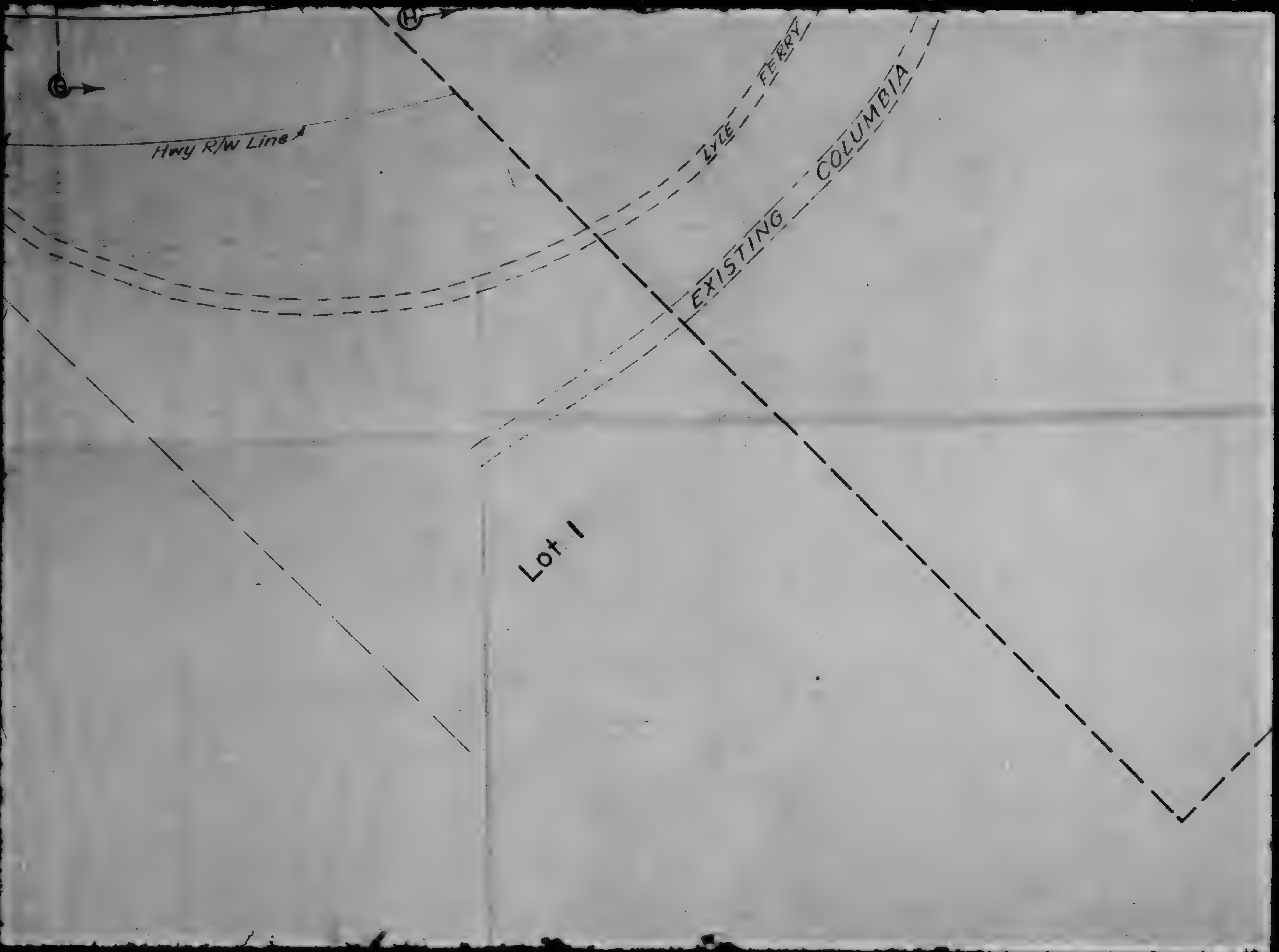


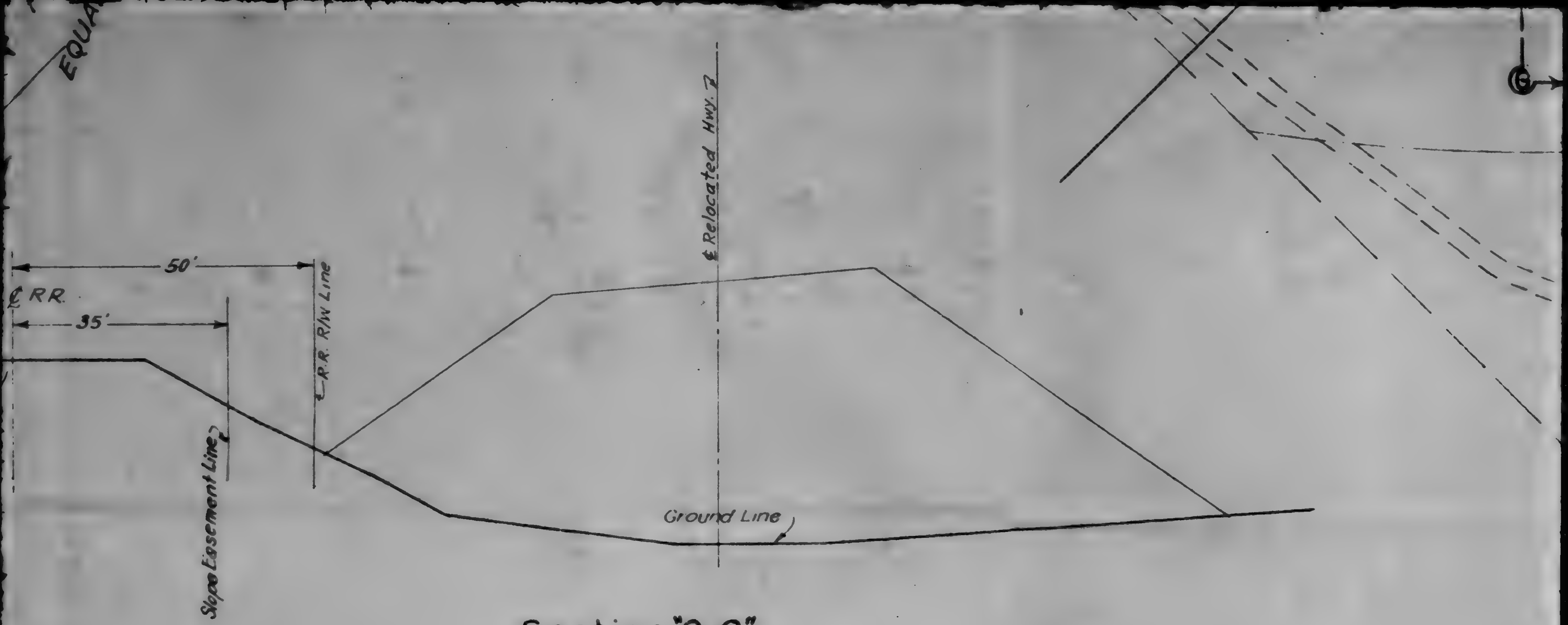
Section "H-H"
Sta. 1876+00

WAY
¢ Exist. R.R.
35'
50'
Slope Easement Line
R.R. R/W Line
¢ Relocated Hwy 2
rge R. Snipes DLC. No. 37

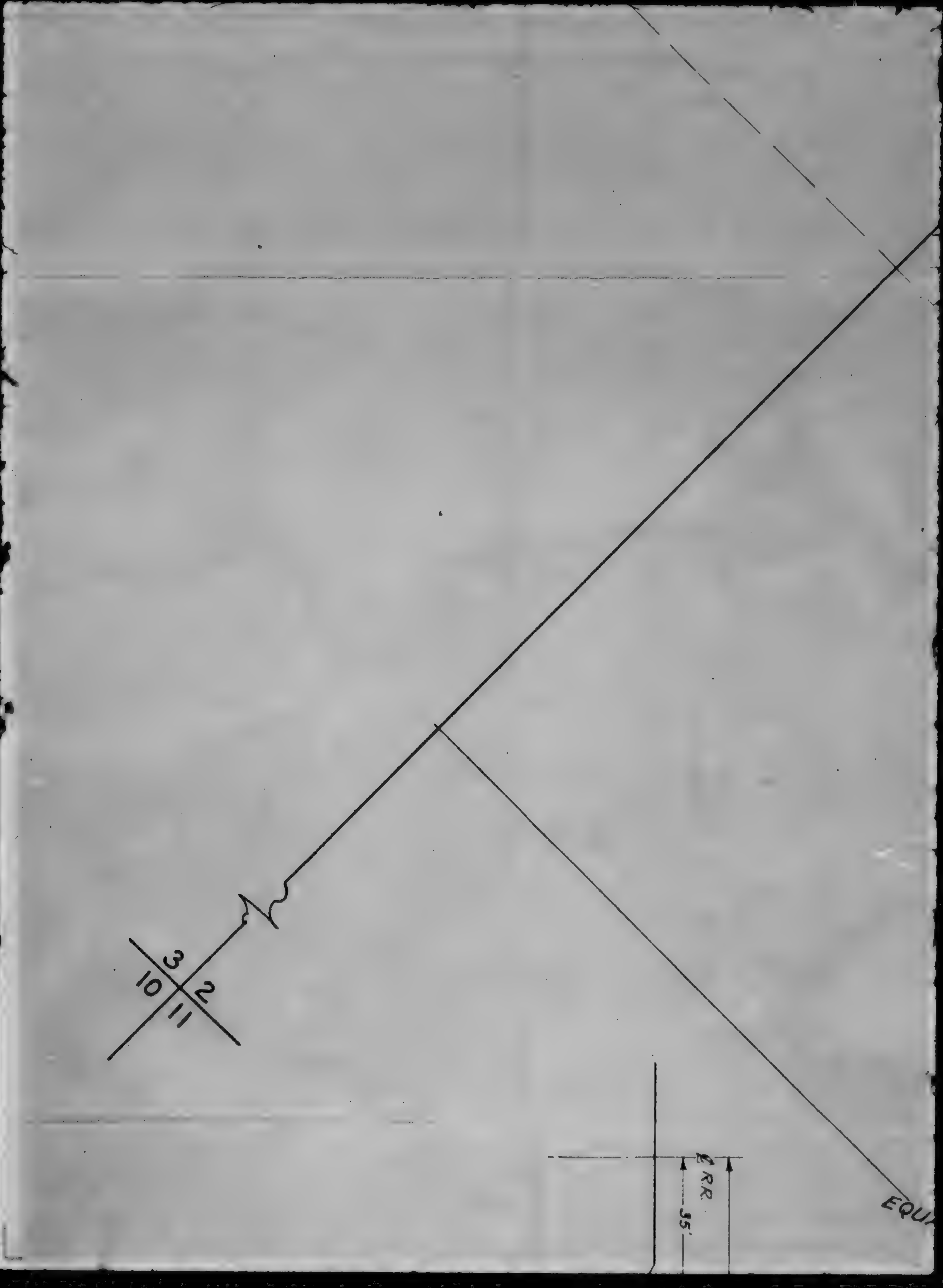
Section "H-H"
Sta. 1876+00

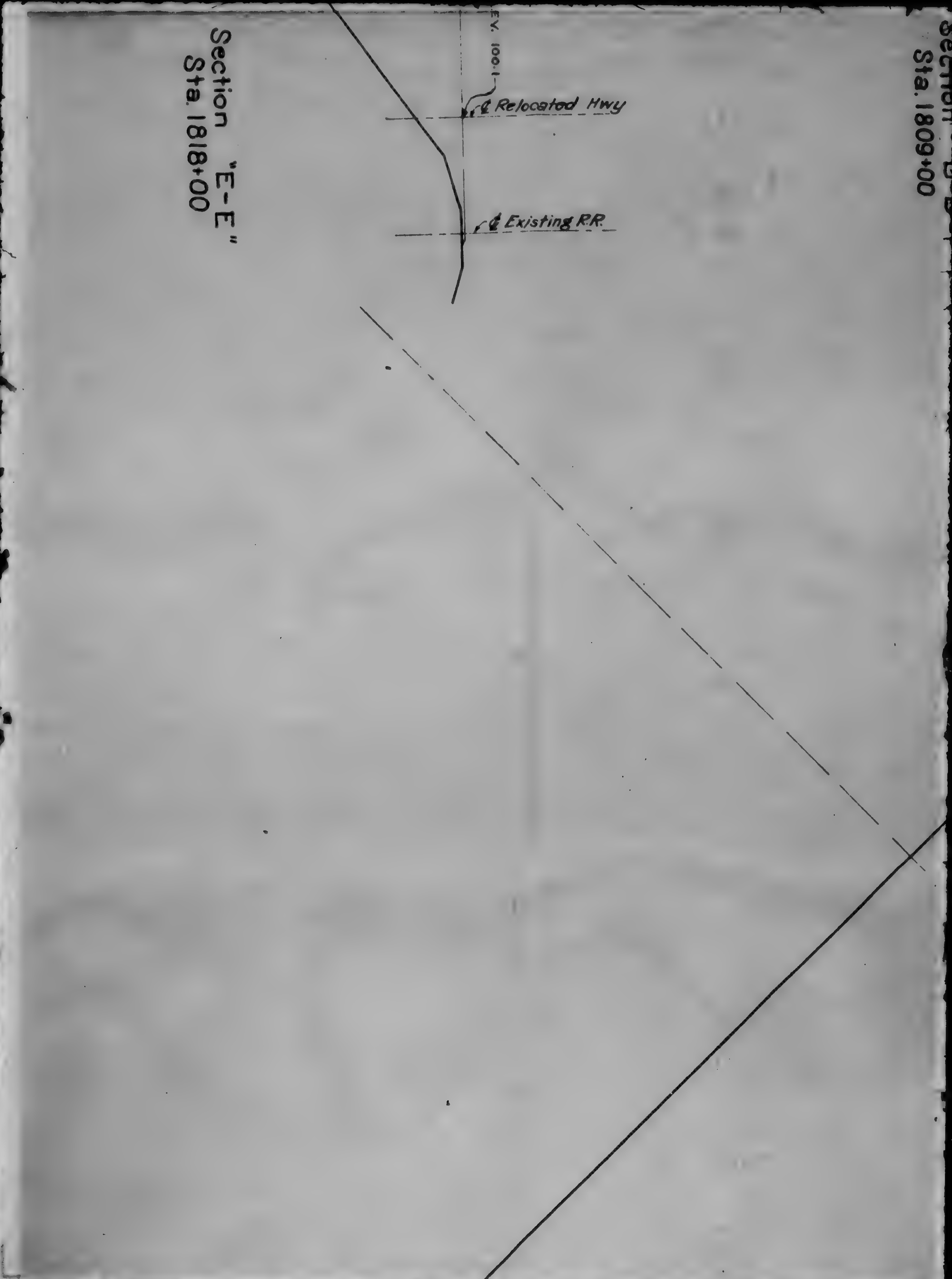

S. Line George R. Snipes DLC. No. 37

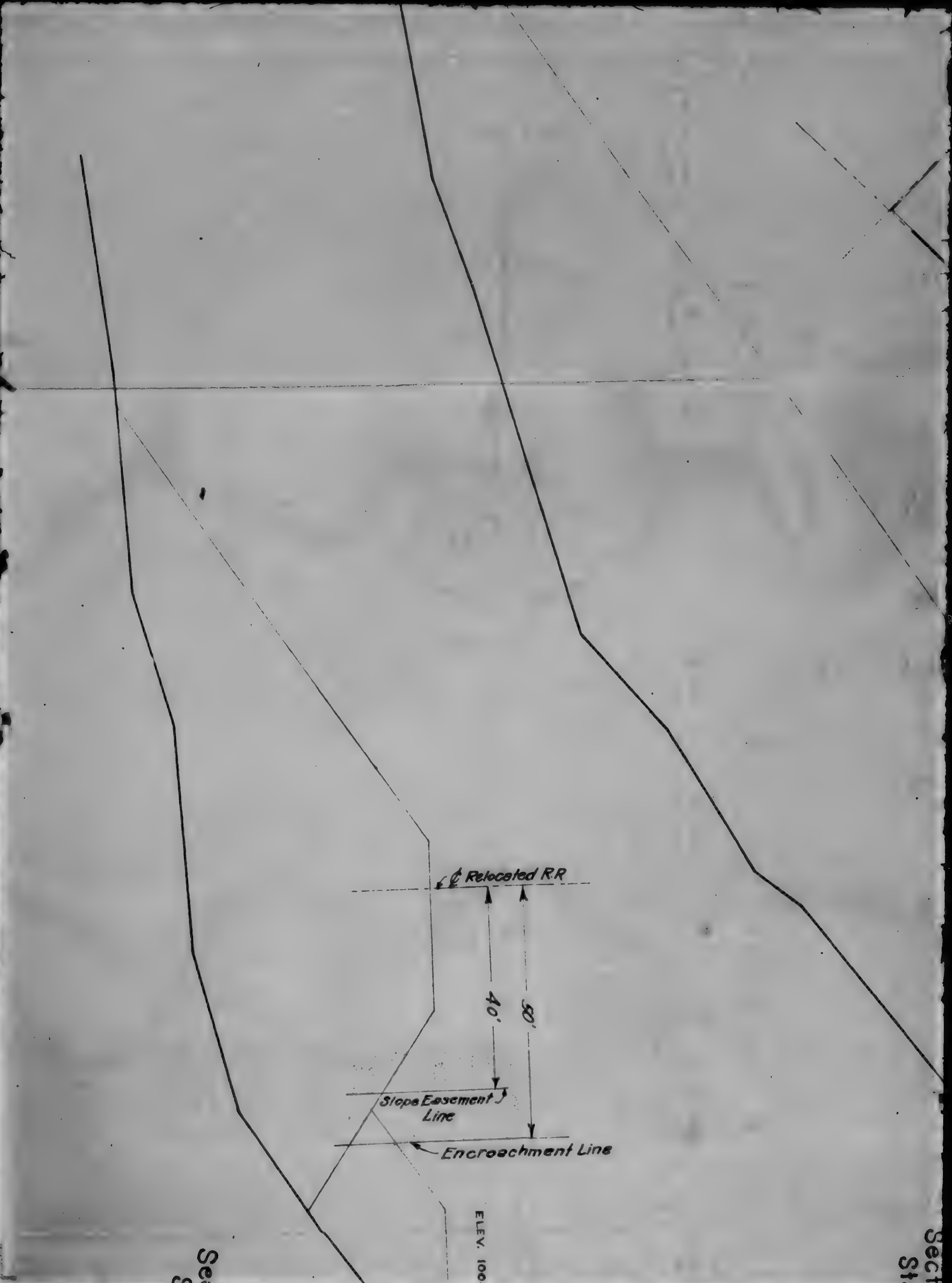

G
H
Hwy R/W Line
LYLE FERRY
EXISTING COLUMBIA
Lot 1

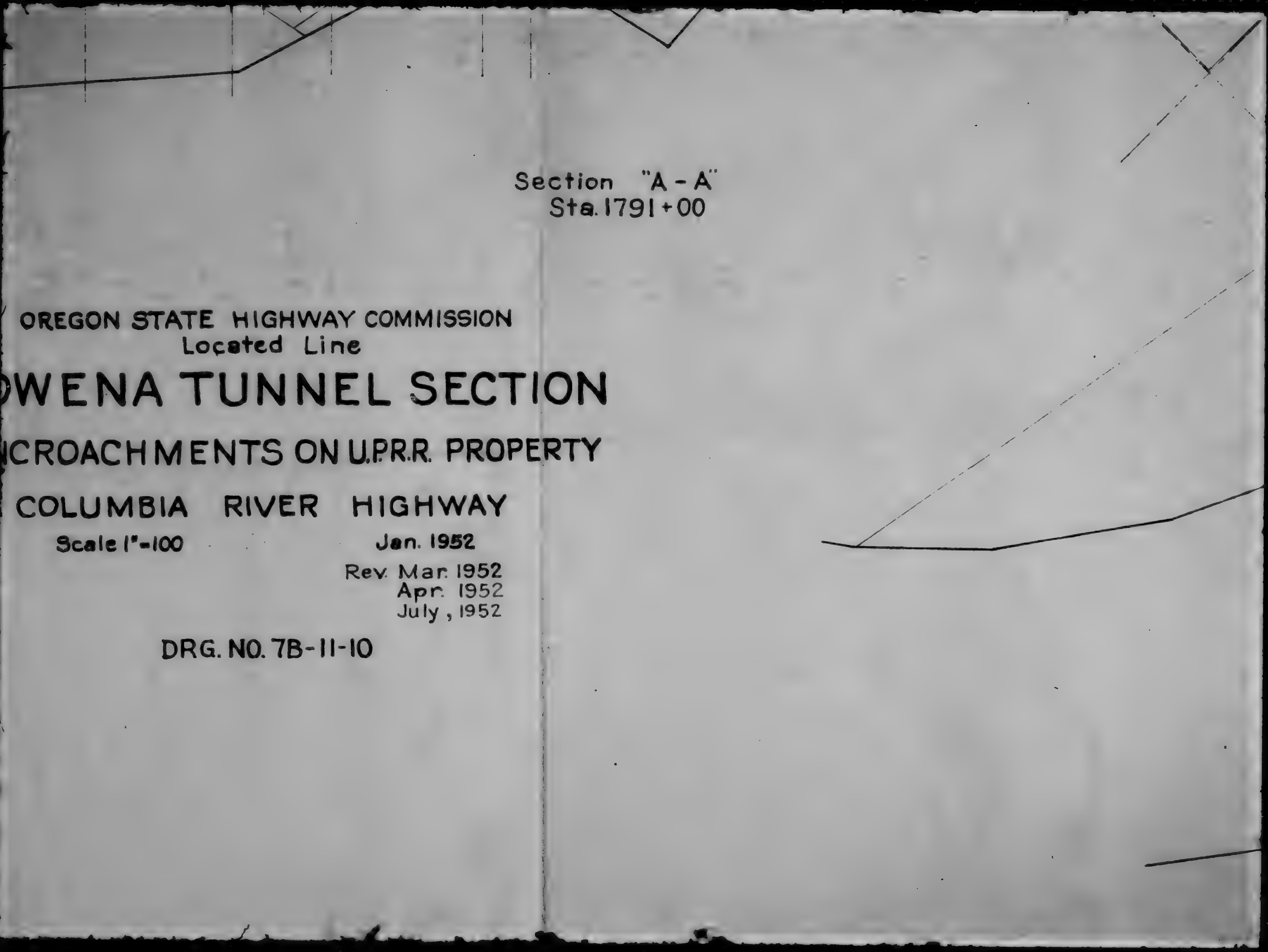

EQUA
℄ R.R.
50'
35'
R.R. R/W Line
Slope Easement Line
℄ Relocated Hwy.
Ground Line
G

Section "G-G"
Sta. 1872+53
1" = 20'


℄ R.R.
EQU


Section "E-E"
Sta. 1818+00
Section
Sta. 1809+00
EV. 100.1
℄ Relocated Hwy
℄ Existing R.R.


℄ Relocated R.R
40'
50'
Slope Easement Line
Encroachment Line
ELEV. 100.
Sec
S
Secti
Sta


Section "A - A"
Sta. 1791+00

OREGON STATE HIGHWAY COMMISSION
Located Line

OWENA TUNNEL SECTION

NCROACHMENTS ON U.P.R.R. PROPERTY

COLUMBIA RIVER HIGHWAY

Scale 1"=100
Jan. 1952
Rev. Mar. 1952
Apr. 1952
July, 1952

DRG. NO. 7B-11-10

OREGON STATE HIGHWAY COMMISSION
Located Line

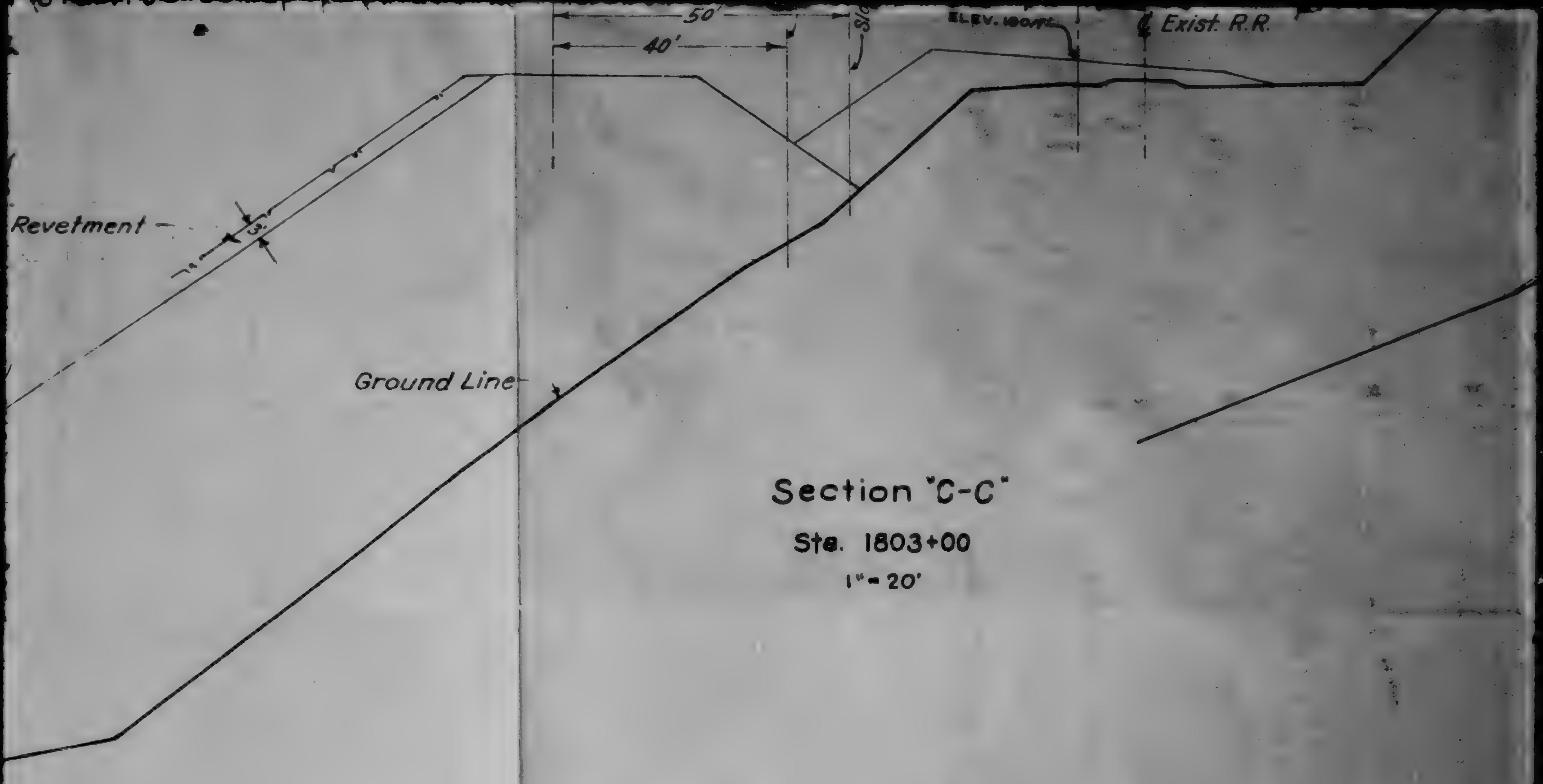
ROWENA TUNNEL SECTI

ENCROACHMENTS ON U.P.R.R. PROPER

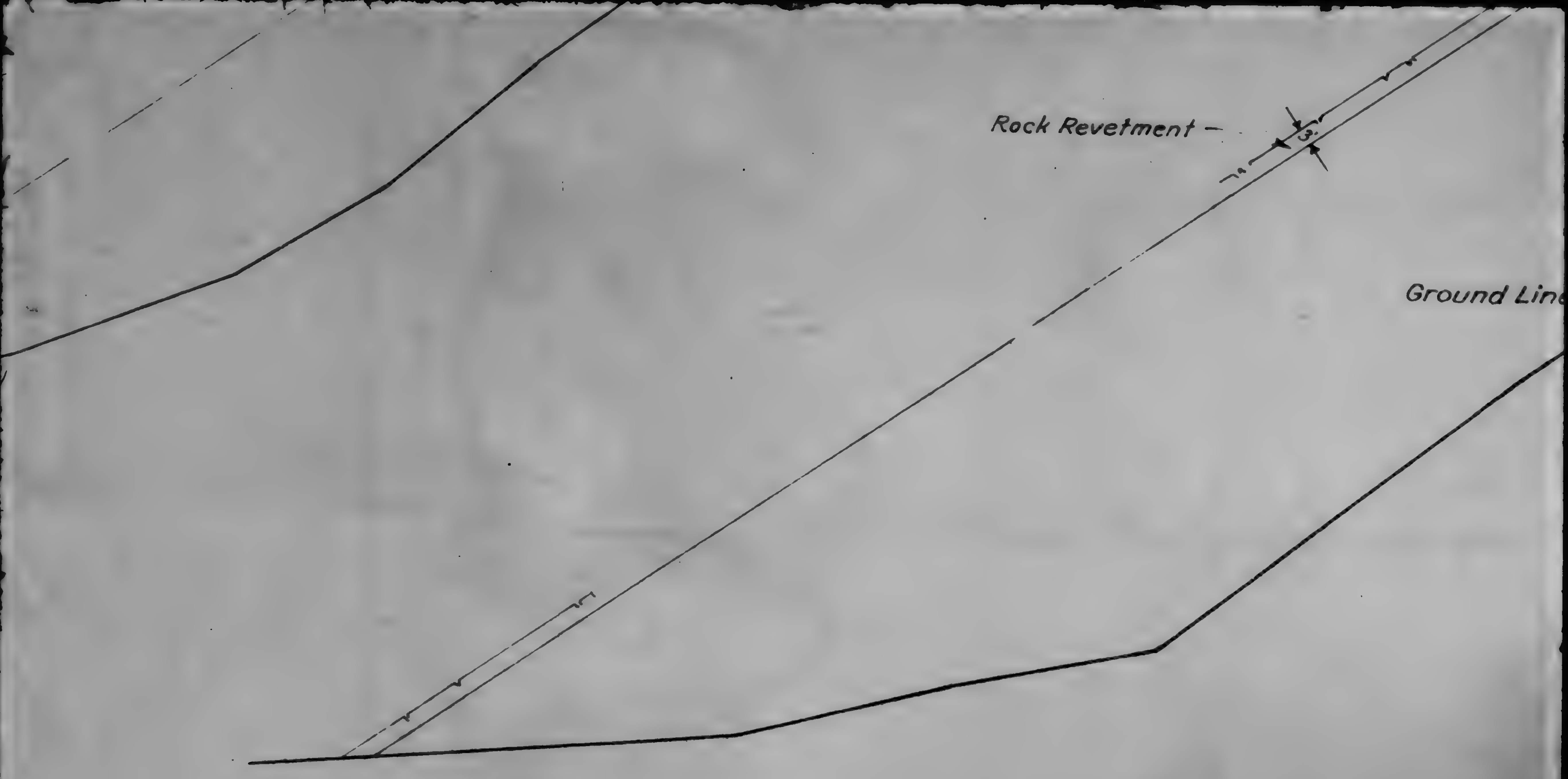
COLUMBIA RIVER HIGHWAY

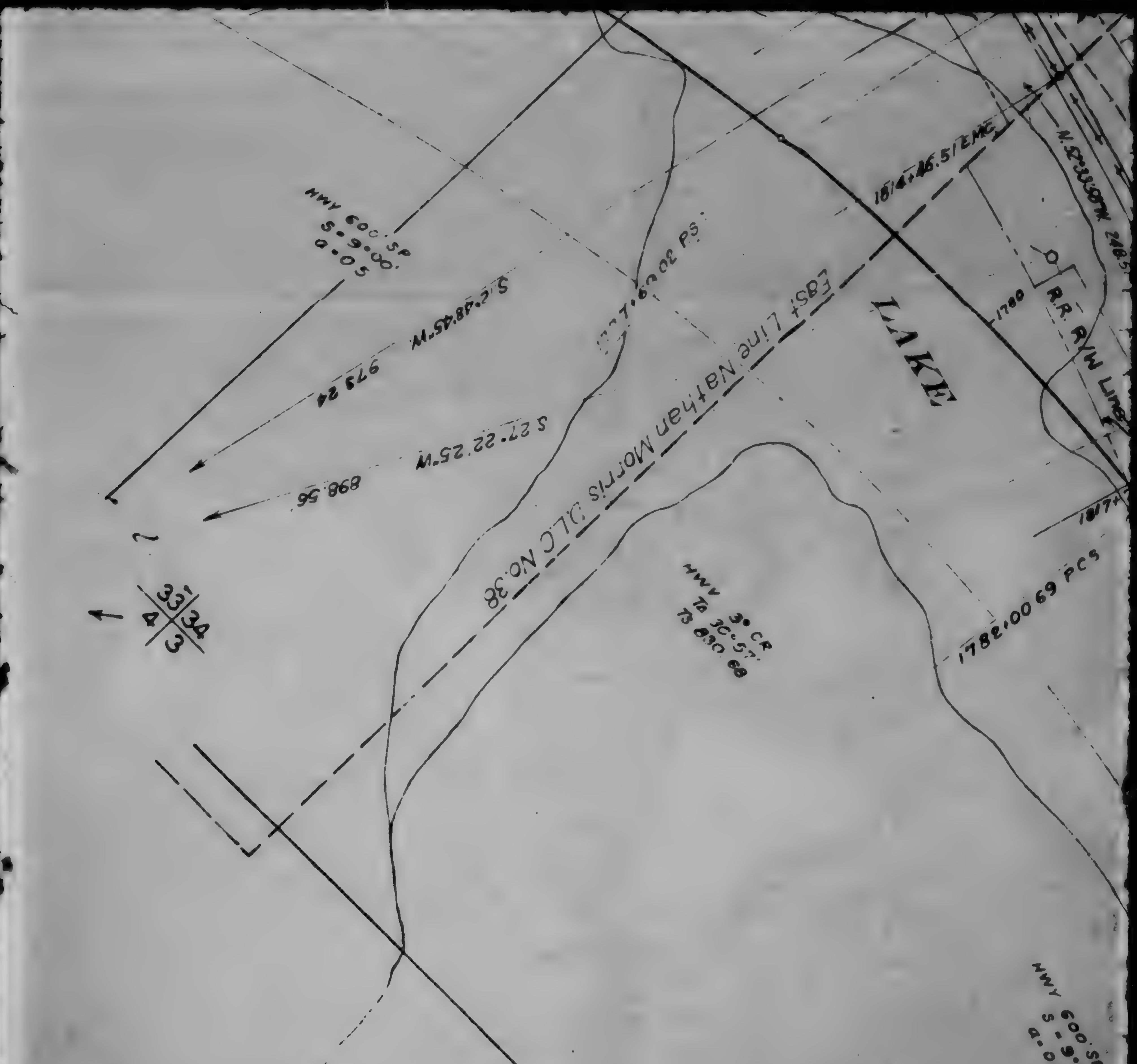
Scale 1"=100
Jan. 1952
Rev. Mar. 1952
Apr. 1952
July, 1952

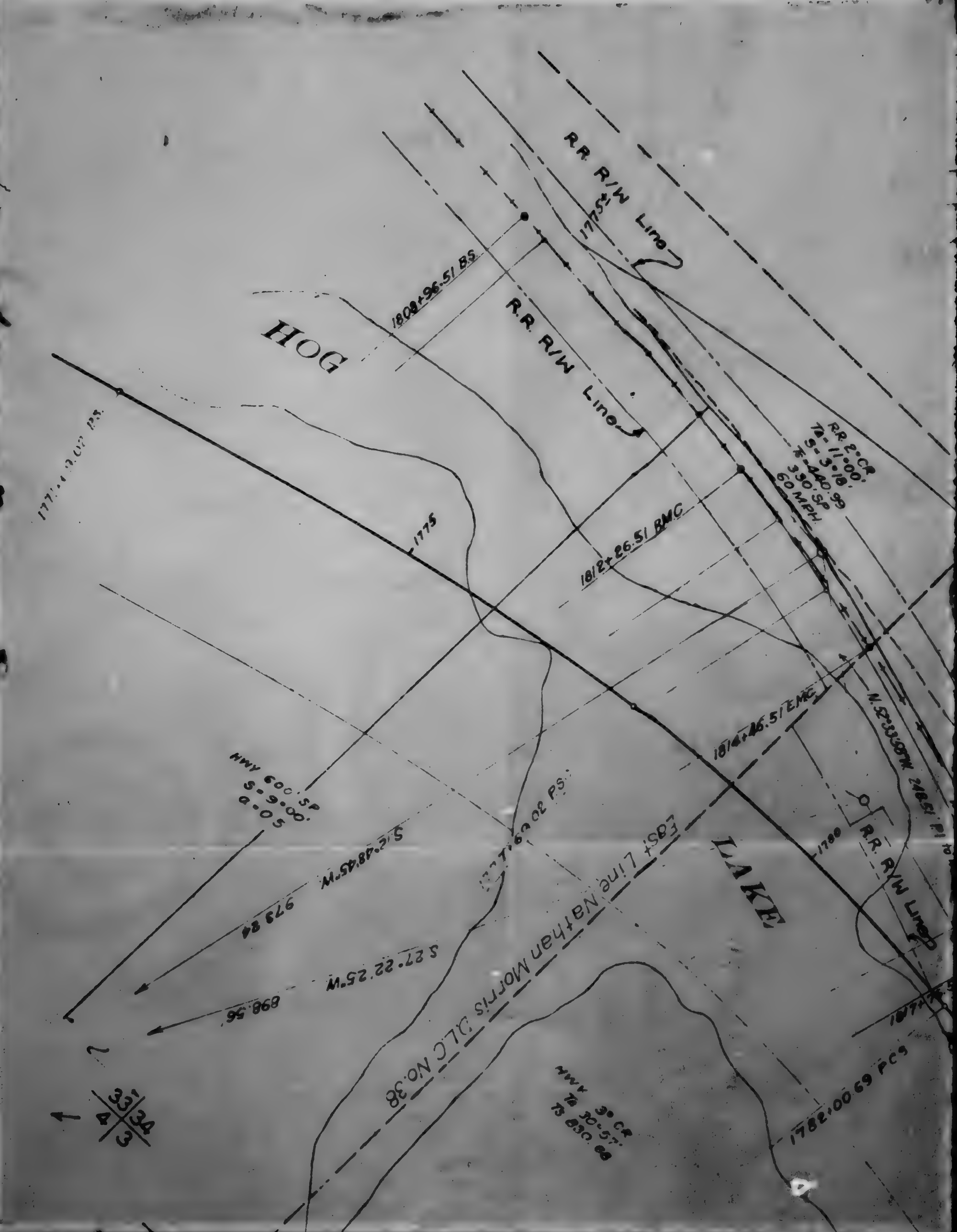
DRG. NO. 7B-11-10


50'
40'
S/
ELEV. 100 ft.
℄ Exist. R.R.
Revetment
3'
Ground Line

Section "C-C"
Sta. 1803+00
1" = 20'


Rock Revetment –
3'
Ground Lin


HWY 600' SP
S=9.00'
a=.05
S 2°48'45"W
973.24
S 27°22'25"W
898.56
1811+90.30 PS
East Line Nathan Morris DLC No.38
LAKE
1814+46.51 EMC
N.52°33'00"W 248.5
R.R. R/W Line
1780
1817+
1782+00.69 PCS
HWY 3° CR
Δ 30°57'
T 830.68
33
34
4
3
HWY 600' SP
S=9.00'
a=.05
T.3N., R.12E., W.M.
T.2N., R.12E., W.M.


R.R. R/W Line
1775±
1808+96.51 BS
HOG
R.R. R/W Line
R.R. 2° CR
Ta=11-00'
S=3-18'
T=440.99
330' SP
60 MPH
1775
1812+26.51 BMC
1777+69.02 P.S.
HWY 600' SP
S=9-00'
a=05
1814+46.51 EMC
N.52°33'30"W 248.51 P.I.
S.12°48'45"W
973.84
1777+69.02 P.S.
East Line Nathan Morris DLC No.38
LAKE
1780
R.R. R/W Line
S.27-22-25 W
898.56
HWY 3° CR
Ta 30-57'
Ta 830.68
1782+00.69 PCS
33
34
4
3

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JUL 29 1952
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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 23, 1952

SUBJECT: Shogren-Rowena Section
Columbia River Highway

To:

W. C. Williams
Ass't. State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

This is to advise that rights of way have all been acquired on the Shogren-Rowena Section except for the settlement with the railroad.

FORREST COOPER
Right of Way Engineer

By: R. L. Porter
R. L. Porter
Ass't. Right of Way Engineer

RLP:rmw

RECEIVED
JUL 24 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 9 1952
FOR FILING

July 7, 1952

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Street
Portland 12, Oregon

Dear Sir:

Under separate cover I am forwarding four copies of the encroachment map on the Rowena Tunnel Section which has been corrected to show that you retain a 50-foot right of way with slope easements. This is the only section which we are letting at the present time.

The draftsman who has been making the encroachment maps is on vacation, but we will make the adjustment to get the 50-foot slope easement as soon as he returns.

The daylighting of the cuts between the highway and the railroad is not according to our standard practice, and we will make the change on our design and see that it is not done when the contract is let.

A study is being made of the drainage through your 7' x 5' concrete arch, and we will advise you later. It is hard to see, from my remembrance of the site, how there could be much drainage at this place.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

HCS:ls
cc Mr. H. S. Smith

RECEIVED
JUL [illegible] 1952
FOR FILING
FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 7, 1952

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

L

Agreement sent to County for signatures — will be ret'd direct to Comm meeting

Dear Sir:

Enclosed herewith please find a prepared contract for the agreement between the State Highway Commission and Wasco County relating to the Shogren-Rowena Unit of the Mosier-The Dalles Section of the Columbia River Highway.

This agreement has been prepared in final form, together with attached exhibit, and is ready to be signed by the Commission.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Robert L. May Jr.
ROBERT L. MAY, Jr.
Assistant Attorney

RLM:am
Encls.

RECEIVED
JUL 3 1952
FOR FILING

Salem, Oregon
July 2, 1952

Mr. C. W. Enfield
Chief Counsel

Attached is a drafted form of an agreement with Wasco County covering the proposed construction of the Shogren-Rowena Unit of the Mosier-The Dalles Section of the Columbia River Highway as a throughway. This draft was prepared by the County and City Relations Division, using former agreements as a guide. Please make corrections and additions as required and prepare seven copies, in addition to any the Legal Department may require, of the agreement in final approved form.

Only one copy of "Exhibit A" is enclosed. Additional copies will be furnished by the County and City Relations Division as soon as possible.

As the agreement should be executed by Wasco County prior to July 10, it would be appreciated if you will do everything possible to expedite its preparation in final form.

W. C. Williams
Assistant State Highway Engineer

Att.

cc: John W. Cattrall

FORM E-90 25M 3-51 47199

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 2, 1952

SUBJECT:

To: Mr. W. C. Williams
OFFICE

Enclosed is a suggested letter with attachment to the Legal Department requesting preparation of an agreement covering the Shogren-Rowena Unit which is up for bids at the July 10-11 Commission meeting.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
John F. Hagemann
Assistant Engineer

JFH:MM
Encl.

NOTED
W. C. WILLIAMS

RECEIVED
JUL 7 1952
FOR FILING

July 2, 1952

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Street
Portland 12, Oregon

Dear Sir:

Mr. Smith made an inspection of the Shogren-Rowena Section with Mr. Charles Parker, of the Parker-Schram Company, yesterday, and Mr. Parker was of the opinion that it would be economical to move their shovel in by barge, if it turned out desirable to work the tunnel cut before the roadbed had been widened sufficiently east of the tunnel.

An inspection was made of the farm road down Hogg Canyon to the top of the bluff near the tunnel, and it was felt that it would be practical to get the drilling equipment over this route to the top of the tunnel. He was of the opinion that he probably would decide upon an overpass, if he were the successful bidder, but nothing developed during the inspection to indicate there would be any reason to cross over the tracks at grade for any purpose - certainly not for hauling material - although some contingency might arise where a contractor would ask to take a piece of equipment across the tracks near the tunnel. However, even this did not seem very necessary, if it were objectionable.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

cc Mr. H. G. Smith

HGS:ar er

FORM 2552
7-49-100M

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 N. Larrabee Avenue
Portland 12, Oregon

35[illegible]

JULY 2, 1952

(File D 315-2-41)

Mr. W. C. Williams,
Assistant State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir:

Re: ROWENA TUNNEL SECTION,
COLUMBIA RIVER HIGHWAY

Referring to your letter of June 19th with reference to location of joint right-of-way line through line change section:

Will you please furnish this office typical sections showing how you propose to accomplish the ultimate widening of the proposed construction to a four-lane road, and what effect it will have on the 39-foot right-of-way line you propose. A sketch outlining this will be of assistance in composing the matter.

Yours very truly,

EFKidder

E. F. Kidder,
Division Engineer

NOTED
W. C. WILLIAMS

RECEIVED
JUL 3 1952
OREGON
STATE HIGHWAY COMMISSION

AS[illegible]MENT

No. 35[illegible]

Date: July 9,1952

By WC

Description: Letter of July 2 by E. F. Kidder of the Union Pacific Railroad Company asking for typical sections in connection with ultimate widening to four-lane road (Rowena Tunnel Section)

Acknowledged by _____ Referred to ___ Smith ✓ ________

Investigate and report with recommendation
xxx ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 7-10-52 Report received ________

Remarks: (You have previously been furnished copy of this letter.)

Copy was made for Construction Department for their advance information.

R[redacted]IVED
952
LING

Cleared
R/W
J.C.H.

June 26, 1952

3316
3470

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Your File D 315-2-41

Dear Sir:

Supplementing my letter of June 19, I am forwarding to you, under separate cover, a set of plans and specifications for the Shogren-Rowena unit of the Columbia River Highway in Wasco County.

I wish specifically to call your attention to page No. 11 of the proposal form, under the item "Transporting Materials Across Railroad Property." You will notice therein that our plans are based on an underpass at Station 1832+50, but the contractor is given authority to use substitute plans, providing they are agreeable and acceptable to the Union Pacific Railroad Company and the State Highway Department.

The Guy F. Atkinson Company is the only company that has ever preferred an overhead, and it is possible that if this Company should be the low bidder on this job it might wish to move its overhead structure from Mitchell Point. In the past all other contractors have preferred underpasses, and we believe, with the possible exception of the Atkinson Company, that would be true on this project.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. H. G. Smith

RECEIVED
[illegible] 1952
F[illegible]LING

[illegible]
R/W
[illegible]

June 26, 1952

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Your File D 315-2-41

Dear Sir:

Supplementing my letter of June 19, I am forwarding to you, under separate cover, a set of plans and specifications for the Shogren-Rowena unit of the Columbia River Highway in Wasco County.

I wish specifically to call your attention to page No. 11 of the proposal form, under the item "Transporting Materials Across Railroad Property." You will notice therein that our plans are based on an underpass at Station 1832+50, but the contractor is given authority to use substitute plans, providing they are agreeable and acceptable to the Union Pacific Railroad Company and the State Highway Department.

The Guy F. Atkinson Company is the only company that has ever preferred an overhead, and it is possible that if this Company should be the low bidder on this job it might wish to move its overhead structure from Mitchell Point. In the past all other contractors have preferred underpasses, and we believe, with the possible exception of the Atkinson Company, that would be true on this project.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. H. G. Smith

RECEIVED
JUN [illegible] 1952
FOR FILING

June 19, 1952

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Your File D 315-2-41

Dear Sir:

In answer to your letter of June 10, 1952, I give you the following information:

1. In respect to the right-of-way line being set at 30 feet, I must request that you convey our protest to your principals concerning the joint right-of-way line between the highway and railroad being set at 30 feet from the highway center line, which would give the railroad a minimum right of way of 59 feet measured from the center line of the outside track.

At the time of our conferences concerning the Shell Rock and Mitchell Point sections, which we thought would govern the remaining encroachments, 74 feet was the distance between the highway and the center line of the outside railroad track, giving a right of way of 30 feet for the highway and 44 feet for the railroad. On account of the high bluffs along the present highway, which preclude any possible widening, it was thought necessary to give some additional room for the construction of a four-lane highway in the future. Therefore, the minimum distance between the highway and outside railroad track is set at 89 feet, and we suggested that the railroad have 50 feet and the highway 39 feet. This gives the railroad six feet more than under our previous agreement.

In this particular case, there is no danger from snow or any other reason why the railroad would need appreciably more right of way than on the previous encroachments, but the high bluffs make it highly desirable that the highway increase its right-of-way width to the designated distance of 39 feet.

2. The railroad fill is to be made of selected talus rock, and, in addition there will be three feet of riprap on the outer side of the talus rock embankment.

3. The State will assume burden of any expense incurred by the Railroad in complying with requests made by the Government and transfer of property will be handled the same as at Shell Rock Mountain and at Mitchell Point.

4. The Highway Department will assume excess maintenance over a five-year period.

5. Substantial guard rail will be installed where required.

Our plans call for an undercrossing at Station 1832+50, as we find undercrossings in general are more adaptable to our plan of work.

As to the last two paragraphs of your letter, you are advised that the encroachment drawings will be revised immediately, as per your request.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith

FORM 2552
8-50-200M

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 N. Larrabee Avenue
Portland 12, Oregon

JUNE 10, 1952

(File D 315-2-41)

Mr. R. H. Baldock, State Highway Engr.
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams,
Asst. State Highway Engr.

Dear Sir:

Re: Mosier-The Dalles Section
Columbia River Highway

NOTED
W. C. WILLIAMS

Referring to your letter of May 21st, submitting revised prints of the proposed line change around Rowena Tunnel (No. 3):

The general proposal of the line change has been approved by my principals, subject however to certain modifications.

1. The joint right of way line be set at 30 feet from highway center line.
2. The fills in the River be made of rock.
3. The State to assume the burden of any expense incurred by the Railroad in complying with any request made by the Government under the terms of permit issued to the State by the Army Engineers for the encroachment upon the River. It is assumed that the transfer of property will be handled as at Shell Rock Mountain and Mitchell Point.
4. Highway assume excess maintenance over a 5-year period.
5. Substantial guard rail be installed and maintained at all locations where the separation between Railroad and Highway is not great enough to prevent in case of accident the possibility of highway traffic getting on the railroad.

Referring to Mr. Smith's recent phone conversation with my office concerning the matter of a temporary underpass or overcrossing accross the Railroad in the vicinity of Highway Station 1832+50, the Railroad is agreeable to, in fact would prefer, an overcrossing, built by others subject to Railroad inspection and approval; however if your plans indicate an undercrossing, the Railroad will of course handle the construction as in previous instances.

It is thought that an outline of the plan of operation on this project should be made so that consideration can be given to any special requirement, to the end that there will be no embarrassing supplemental agreements.

Referring to the prints sent me with your letter of May 21st, the encroachments are incorrectly shown in the vicinity of Highway Station 1870 to 1875. Through Lot 1 the Railroad has a 100' right of way which is shown on the map, but which is not colored or shown on the section G-G.

Since it will be necessary to revise this drawing, it will be appreciated if you will show the elevation of the Highway subgrade on the various sections, similar to the information furnished on the 82nd to 122nd Street section of the Banfield Expressway.

Yours very truly,

E F Kidder

E. F. Kidder,
Division Engineer

RECEIVED
[illegible] 1 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JU[illegible] 1952
FOR FILING

May 21, 1952

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 N. E. Larrabee
Portland 12, Oregon

Dear Sir:

A further revision of the encroachment map of the Rowena Tunnel Section of the Columbia River Highway has been made showing the slope easement between railroad stations 1898 and 1901. One transparent copy and three prints are being forwarded under separate cover. A roll of cross sections, highway stations 1861 to 1863, is included.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS:AR me

cc Mr. H. G. Smith

ASSIGNMENT

Date: June 27, 1952

No. 34/9

By Wc

Description:

Letter of June 25 by E. F. Kidder of Union Pacific RR Company re 30' R/W andfill, etc. on Rowena Tunnel Section of Columbia River Highway

Acknowledged by _____ Referred to Smith

Investigate and report with recommendation

Investigation, such action as necessary and report

Comment or recommendation

✓ Return with rough draft of reply

xx Please prepare for ____________ signature

PLEASE RETURN TO W. C. WILLIAMS

Assignment executed ______ Report received _________

Remarks:

We sent him plans and specs. He probably had not received. Do they give him info he wants? WCW

FORM 2552
7-49-100M

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 N. Larrabee Avenue
Portland 12, Oregon

JUNE 25, 1952

(File D 315-2-41)

Mr. W. C. Williams,
Assistant State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir:

Re: Rowena Tunnel Section,
Columbia River Highway

Referring to your letter of June 19th, the matter of 30-foot right-of-way will be progressed with my principals.

There is however another matter on which I would like more information. How do you propose to make the fill west of the tunnel and how will the excavation of the old tunnel tie in to the other work? It would appear that these two items cannot be progressed until the fill is carried westerly from the proposed undercrossing at Station 1832+50.

Will you please confirm my understanding or give me the benefit of the plans for prosecution of the work, my thought being to avoid a supplemental agreement to take care of the westerly end of the work.

Yours very truly,

EFKidder

E. F. Kidder,
Division Engineer

NOTED
W. C. WILLIAMS

RECEIVED

cc Mr. H. G. Smith

RECEIVED
JUN 26 1952
FOR FILING

B71-25 (7)

[illegible]

3470

June 25, 1952

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Dear Sir:

In answer to your letter of June 12, the estimated quantities and prices for the proposed railroad line change around Rowena Tunnel are as given below:

Item	Unit	Quantity		Amount
Clearing and Grubbing	All	(Prorated)	$	$ 10,000.00
Special Borrow Excavation	Cu. Yd.	944,000	.45	424,000.00
General Borrow Location "B"	" "	161,300	1.35	217,755.00
Short Overhaul	Yd. Sta.	6,756,000	.015	101,340.00
Long Overhaul	C-Yd. Sta.	219,800	.50	109,900.00
Finishing Roadbed and Slopes	Mile	(Prorated)		500.00
				$863,495.00

Total Bid Items	
Plus 12½ per cent Engineering and Contingencies	107,105.00
	$970,600.00
Moving R.R. 1.28 Mi. (Ballast, Track etc.)	83,200.00
Haul Road Underpass	14,000.00
Watchmen and Flagmen	5,000.00
Moving Poles	3,500.00
Roadside Improvement	5,000.00
	$1,081,300.00

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

HGS:ar lg
cc Mr. H. G. Smith

RECEIVED
JUN 26 1952
FOR FILING

B71-35 (7)

[illegible]

3470

June 25, 1952

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Dear Sir:

In answer to your letter of June 12, the estimated quantities and prices for the proposed railroad line change around Rowena Tunnel are as given below:

Item	Unit	Quantity		Amount
Clearing and Grubbing	All	(Prorated)	$	$ 10,000.00
Special Borrow Excavation	Cu. Yd.	944,000	.45	424,000.00
General Borrow Location "B"	" "	161,300	1.35	217,755.00
Short Overhaul	Yd. Sta.	6,756,000	.015	101,340.00
Long Overhaul	C-Yd. Sta.	219,800	.50	109,900.00
Finishing Roadbed and Slopes	Mile	(Prorated)		500.00
				$863,495.00
Total Bid Items				
Plus 12½ per cent Engineering and Contingencies				107,105.00
				$970,600.00
Moving R.R. 1.28 Mi. (Ballast, Track etc.)				83,200.00
Haul Road Underpass				14,000.00
Watchmen and Flagmen				5,000.00
Moving Poles				3,500.00
Roadside Improvement				5,000.00
				$1,081,300.00

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

HGS:ar lg
cc Mr. H. G. Smith

ASS MENT

Date: June 16, 1952

No. 3170

By

Description: Letter 6-12-52 from E. F. Kidder, Div. Eng., U.P.RR.Co. re Rowena Tunnel Section, asking information as to estimated quantities and prices in line change.

Acknowledged by _ _ _ _ _ Referred to _ _ _ H. C. SMITH _ _ _ _

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xx Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 6-24-52 Report received _ _ _ _ _ _ _ _

Remarks:

FORM 2552
8-50-200M

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 North Larrabee Avenue
Portland 12, Oregon

JUNE 12, 1952

(File D 315-2-41)

[illegible] RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock,
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Atten: Mr. W. C. Williams,
Asst. State Highway Engr.

Dear Sir:

Re: ROWENA TUNNEL SECTION, COLUMBIA RIVER HIGHWAY

In connection with the proposed line change around our Rowena Tunnel, it is necessary, in order to comply with I.C.C. regulations, to have the estimated quantities and prices in the line change; this should include any drainage facilities, the proportion of any borrow pits, grading and any other costs going into the Railroad roadbed.

Early receipt of this information will be appreciated as it ties into the estimate of Railroad work that goes into the construction agreement as required by G.A.M. No. 299.

Yours very truly,

E F Kidder

E. F. Kidder,
Division Engineer

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RECEIVED
J[illegible] 1952
FOR FILING
OREGON DISTRICT

[illegible] 35(7)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 25, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project EFI-35(7), Shogren-Rowena Unit, Mosier-The Dalles Section of the Columbia River Highway, have today been recommended for approval subject to such changes as may be required by our Division Office. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending receipt of advice that all rights of way or rights of entry have been obtained.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
JUL 3 1952
OREGON
STATE HIGHWAY COMMISSION

FORM 2552

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 North Larrabee Avenue
Portland 12, Oregon

3402

JUNE 23, 1952
(File: D 315-2-41)

PLEASE RETURN TO
W. C. WILLIAMS

Mr. R. H. Baldock, State Highway Engr.
Oregon State Highway Department
Salem, Oregon

Atten: Mr. W. C. Williams,
Asst. State Highway Engr.

Dear Sir:

Re: ROWENA TUNNEL SECTION, COLUMBIA RIVER HWY.

Referring to the description and map accompanying your letter of June 16th to Mr. McAllister, the description is satisfactory with the following exceptions:

In the 12th line, second paragraph, radius 2491.12 should be 2291.83. The eastern limits of the area as defined by the last sentence of the second paragraph should be considered further as the 350' line does not intersect the normal, high water line. It is suggested for your consideration that the area terminate in a line drawn radially to the highway centerline.

The exceptions in the third paragraph make reference to existing right-of-way of the railroad. It is thought that the railroad right-of-way should be shown in order that the exception may be given more meaning. I am returning one of the prints accompanying your letter, on which the Railroad's right-of-way has been outlined in red. The northerly right-of-way line has been sketched on only by scaling from our 400' alignment map, a copy of which I believe you have.

Further consideration should be given to the showing of normal, high water line. The Army Engineers in preparing their flowage maps for Bonneville considered normal, high water in this locality at approximately elevation 70 which, if referred to your cross-sections, will give a much different high water line than shown at present.

If the revisions suggested above are made, believe the entire description will be satisfactory.

Yours very truly,

E F Kidder

E. F. Kidder,
Division Engineer

NOTED
W. C. WILLIAMS

FORM 2552

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 North Larrabee Avenue
Portland 12, Oregon

3492

JUNE 23, 1952
(File: D 315-2-41)

Mr. R. H. Baldock, State Highway Engr.
Oregon State Highway Department
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

Atten: Mr. W. C. Williams,
Asst. State Highway Engr.

Dear Sir:

Re: ROWENA TUNNEL SECTION, COLUMBIA RIVER HWY.

Referring to the description and map accompanying your letter of June 16th to Mr. McAllister, the description is satisfactory with the following exceptions:

In the 12th line, second paragraph, radius 2491.12 should be 2291.83. The eastern limits of the area as defined by the last sentence of the second paragraph should be considered further as the 350' line does not intersect the normal, high water line. It is suggested for your consideration that the area terminate in a line drawn radially to the highway centerline.

The exceptions in the third paragraph make reference to existing right-of-way of the railroad. It is thought that the railroad right-of-way should be shown in order that the exception may be given more meaning. I am returning one of the prints accompanying your letter, on which the Railroad's right-of-way has been outlined in red. The northerly right-of-way line has been sketched on only by scaling from our 400' alignment map, a copy of which I believe you have.

Further consideration should be given to the showing of normal, high water line. The Army Engineers in preparing their flowage maps for Bonneville considered normal, high water in this locality at approximately elevation 70 which, if referred to your cross-sections, will give a much different high water line than shown at present.

If the revisions suggested above are made, believe the entire description will be satisfactory.

Yours very truly,

E F Kidder

E. F. Kidder,
Division Engineer

NOTED
W. C. WILLIAMS

ASSIGNMENT

No. 3497
By Wcw

D[illegible] June 26, 1952

Description: Letter of June 23, 1952 from Union Pacific R. R.
E. F. Kidder, Div. Engineer re Rowena Tunnel Section, Col. River
Highway. Contains corrections and revisions for our description

Acknowledged by _____ Referred to Mr. H. G. Smith ____

Investigate and report with recommendation
XXX ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ______________ signature

Assignment executed 7-3-52 Report received ________

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir:

Three copies of a description of land below high water in the Columbia River at the Rowena Tunnel, to be acquired from the State Land Board and transferred to the Union Pacific Railroad Company, are being enclosed, and three copies of the map are being forwarded under separate cover, the land in question being outlined in orange pencil on the map.

It is requested that this description be checked from the Railroad Company's standpoint and that we be advised if any changes are desirable. This should be done before further steps are taken to acquire title to the land noted herein.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

HGS hi
Enclosures
cc Mr. H. G. Smith

File 19242
Map 7B-11-10

OWNER: State Land Board

Shogren-Rowena Unit, Mosier-The Dalles Section, Columbia River Highway

All shore lands (the lands originally lying between high and low water) and all that portion of the bed of the Columbia River lying below original low water now owned and held by the State of Oregon under the provisions of the several acts of Congress and by virtue of the sovereignty of the State, located on the Oregon or southerly side of the Columbia River, and situated in and fronting on Section 34, Township 3 North, Range 12 East, and Section 3, Township 2 North, Range 12 East, W.M., Wasco County, Oregon, which lie southerly of a line which is parallel and concentric to and 350 feet northerly of the center line of the revised location of the Columbia River Highway, which center line is described as follows:

Beginning at Highway Engineer's center line Station 1771+69.02 P. S., said Station being 588.4 feet north and 384.8 feet west of the southwest corner of said Section 34; thence on an increasing spiral curve right through a spiral angle of 9° (the long chord of which bears N. 78° 30' E.) 600 feet to Station 1777+69.02 P.S.C.; thence on a 1909.86 foot radius curve right through a central angle of 12° 57' (the long chord of which bears S. 89° 01' 30" E.) 431.67 feet to Station 1782+00.69 P.C.S.; thence on a decreasing spiral curve right through a spiral angle of 9° (the long chord of which bears S. 76° 33' E.) 600 feet to Station 1788+00.69 P.T.; thence S. 73° 33' East 101.98 feet to Station 1789+02.67 P.S.; thence on an increasing spiral curve right through a spiral angle of 6° 15' (the long chord of which bears S. 71° 28' E.) 500 feet to Station 1794+02.67 P.S.C.; thence on a 2491.12 foot radius curve right through a central angle of 21° 51' 30" (the long chord of which bears S. 56° 22' 15" E.) 874.33 feet to Station 1802+77.00 P.C.S.; thence on a decreasing spiral curve right through a spiral angle of 6° 15' (the long chord of which bears S. 41° 16' 30" E.) 500 feet to Station 1807+77.00 P.T.; thence South 39° 11' 30" East 67.82 feet to Station 1808+44.82 P.S.; thence on an increasing spiral curve right through a spiral angle of 1° 36' (the long chord of which bears S. 38° 39' 30" E.) 400 feet to Station 1812+44.82 P.S.C.; thence on a 7161.97 foot radius curve right through a central angle of 1° 58' 20" (the long chord of which bears S. 36° 36' 20" E.) 246.53 feet to Station 1814+91.35 P.C.S.; thence on a decreasing spiral curve right through a spiral angle of 1° 36' (the long chord of which bears S. 34° 33' 10" E.) 400 feet to Station 1818+91.35 P.T.; thence S. 34° 01' 10" E. 137.31 feet to Station 1820+28.66 P.S.; thence on an increasing spiral curve left through a spiral angle of 2° (the long chord of which bears S. 34° 41' 10" E.) 400 feet to Station 1824+28.66 P.S.C.; thence on a 5729.58 foot radius curve left through a central angle of 13° 32' 50" (the long chord of which bears S. 42° 47' 35" E.) 1354.72 feet to Station 1837+83.38 P.C.S., which station is 2595 feet North and 522 feet West of the Southeast corner of said Section 3. The westerly and easterly ends of said parcel being approximately opposite Stations 1774+75 and 1836+75, respectively, and being the points where the normal high water line of the Columbia River intersects said parallel line 350 feet northerly of said highway center line.

Excepting therefrom that portion thereof lying within the existing right of way of the Oregon-Washington Railroad & Navigation Company. The said lands have not been surveyed and the metes and bounds description thereof cannot be inserted herein, but the acreage of the parcel herein conveyed is 11.0 acres, more or less, between the high and low water lines, and 21.0 acres, more or less, between the low water line and the 350 foot line.

RECEIVED
MAY 12 1952
FOR FILING

[illegible]

3310

May 2nd, 1952

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Dear Sir:

In reply to your letter of April 4th, 1952, the encroachment map of the Rowena Section has been revised by the addition of more sections, and three copies are today, May 2nd, being delivered by Mr. Libby.

In regard to the cross sections, one roll, that from Station 1652 to Station 1822, is missing, but I believe that the two cross sections shown on the encroachment map should be sufficient for your purpose. The remainder of the cross sections are being forwarded herewith as follows:

Roll #1	Station	1882 - 1869+50
Roll #2	"	1970 - 2067
Roll #2-A	"	2017 - 2038
Roll #3	"	2046 - 2095
Roll #4	"	2084 - 2154
Roll #5	"	2155 - 2187

The width of section and establishment of grades for the railroad noted in your letter will be taken care of when plans for the project are prepared.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

W. C. Williams
Ass't. State Highway Engineer

HWL:AR

AS MENT

No. 33
By

Date: April 14, 1952

Description: Letter of April 4 by Mr. Kidder of UPRR Co. re Rowena Tunnel Section of Columbia River Highway

Acknowledged by _ _ _ _ _ Referred to _ _ Smith _ _ _ _ _ _ _ _ _

Investigate and report with recommendation
xx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature

Assignment executed 5-2-52 Report received _ _ _ _ _ _ _ _

Remarks: Please expedite.
WCW

FORM 2552
8-50-200M

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 N. Larrabee Avenue
Portland 12, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

APRIL 4, 1952

(File - D 315-2-41)

Mr. R. H. Baldock, State Highway Engr.
Oregon State Highway Commission
Salem, Oregon

NOTED
W. C. WILLIAMS

Atten: Mr. W. C. Williams,
Asst. State Highway Engineer

Dear Sir:

Re: Rowena Tunnel Section, Columbia River Hwy.

Referring to your letter of March 17th transmitting three rolls of cross-sections on the above section, Stations 1787-1802, 1802-1836 and 1836-1852. These cross-sections are being returned to you under separate cover via Railway Express.

In the cut section between Stations 1796 and 1799, not less than 3 feet additional roadbed will be required to accommodate cut ditches. Also the cut should be taken out to 1 foot below subgrade and backfilled.

According to our profile there are level grades on each end of the proposed line change, which are, however, about .20 difference in elevation. On the line change it is desired to start at the end of the level grade on the west (Railroad Station 1812) and assend on a .01% grade east to meet the elevation of the level grade to the east, which begins about Railroad Station 1856, and which should be carried back to meet the .01% grade. It is suggested that these level grades be checked and subgrade be set at 1.90 feet below top of rail.

The map that will undoubtedly be used as an exhibit for the agreement when it is drawn, should, it is believed, show a great many more sections than the prints submitted thus far. These sections should be representative of the conditions in each reach.

The loan, at an early date, of the remaining cross-sections, Stations 1852 to 2158, will be appreciated, as progressing the consideration of this section is contingent on receiving this information.

Yours very truly,

EF Kidder

E. F. Kidder,
Division Engineer

RECEIVED
FOR FILING

Coord
R/W
Col Riv [illegible] (upper)

3228
3171

March 17, 1952

Mr. A. McAllister, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Street
Portland 12, Oregon

Dear Sir:

In reply to your letter of February 26, 1952, File D 315-2-41, please be advised that three rolls of cross sections, Stations 1787-1802, 1802-1836, and 1836-1852, covering that portion of the relocation of the Columbia River Highway adjacent to the Rowena Tunnel, are being forwarded under separate cover. It would be appreciated if the above records could be returned as soon as possible.

Both of your suggestions have been approved and the encroachment map revised to show a width of 350 feet to be acquired from the State Land Board and the railroad alignment revised to show standard railroad spirals. Three copies of this map as revised March 1952 are being forwarded.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HWL: me

cc Mr. H. W. Libby

FORM 2552
8-50-200M

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 N. Larrabee Avenue
Portland 12, Oregon

APRIL 30, 1952

D 315-2-41

Mr. R. H. Baldock, State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Atten: Mr. W. C. Williams, Asst. State Highway Engr.

Dear Sir:

Re: Rowena Tunnel-The Dalles Section of Columbia River Highway

Will you please advise when it will be possible to loan me the cross-sections between Stations 1852 and 2158, as mentioned in my letter of April 4th.

Yours very truly,

E F Kidder

E. F. Kidder,
Division Engineer

RECEIVED
MAY 2 1952
OFFICE OF
STATE HIGHWAY ENGINEER

COPY

RECEIVED
FOR FILING

FORM 2552
1-46-200M

UNION PACIFIC RAILROAD COMPANY

Office of the Superintendent
2525 N. Larrabee Avenue
Portland 12, Oregon

B71-25(7)

3173

3223

MARCH 14, 1952

D 315-2-41

Mr. R. H. Baldock, State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Atten: Mr. W. W. Stiffler, Asst. State Highway Engr.

Dear Sir:

Re: Mosier-The Dalles Section
Columbia River Highway

Please refer to my letter of February 26th, concerning plans in vicinity of Rowena Tunnel.

In order that we may have sufficient opportunity to study the proposed line change at the tunnel, early advice concerning loan of the cross section between Highway Stations 1778 and 1890 will be appreciated.

Yours very truly,

A McAllister

A. McAllister,
Superintendent

NOTED
W. C. WILLIAMS

Data Sent Mar 17-52
WWW

COPY

RECEIVED
MAR 7 1952
FOR FILING

COPY

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[illegible]

7

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 4, 1952

NOTED
W. C. WILLIAMS

SUBJECT: Appraisal covering properties between relocated highway & Union Pacific tracks - East of Rowena

To: Mr. Forrest Cooper
Right of Way Engineer
OFFICE

Attention: R. L. Porter

Dear Mr. Cooper:

As per your verbal request, I journeyed to The Dalles on February 27th and made an estimate of the cost of acquiring all of the properties lying between the relocated Columbia River Highway and the Union Pacific tracks between Engineer's Stations 1895+70 and 1936+00. These properties lie in Lots 20-21-26-27-28-32-33-34-35-38-29 and 42, Rowena.

The land is of various types, consisting of pasture, cultivated and scab rock. A few buildings are involved in this estimate, but don't have much value. The total estimate arrived at in round figures is $13,000.00.

In going over the properties, I noticed a number of railroad crossings leading to property located North of the railroad tracks, as well as several pipe lines going under the tracks.

Some means of ingress and egress will have to be provided to the property lying North of the tracks.

Yours very truly,

/s/ W. F. COLLINS

W. F. COLLINS
Appraisal Supervisor

WFC:mb

cc: Mr. E. M. Booth

COPY

RECEIVED
MAR 7 1952
FOR FILING

[illegible]
[illegible]
[illegible]

COPY

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 4, 1952

NOTED
W. C. WILLIAMS

SUBJECT: Appraisal covering properties between relocated highway & Union Pacific tracks - East of Rowena

To: Mr. Forrest Cooper
Right of Way Engineer
OFFICE

Attention: R. L. Porter

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The land is of various types, consisting of pasture, cultivated and scab rock. A few buildings are involved in this estimate, but don't have much value. The total estimate arrived at in round figures is $13,000.00.

In going over the properties, I noticed a number of railroad crossings leading to property located North of the railroad tracks, as well as several pipe lines going under the tracks.

Some means of ingress and egress will have to be provided to the property lying North of the tracks.

Yours very truly,

/s/ W. F. COLLINS

W. F. COLLINS
Appraisal Supervisor

WFC:mb

cc: Mr. E. M. Booth

COPY

RECEIVED

No. 3223
By wc

ASSIGNMENT

Date: February 28, 1952

Description: Letter of February 26 by A. McAllister of UPRR Co. regarding Drawings 7B-10-1 and 5B-35-15, which he states are very meager (Mosier-The Dalles Section)

Acknowledged by ----- Referred to Libby ----------

Investigate and report with recommendation
xx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ---------------------- signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed Mar 12 Report received --------
3-13-52 me

Remarks: (Our file attached - please return)

RECEIVED

FORM 2552
7-49-100M

UNION PACIFIC RAILROAD COMPANY

OFFICE OF SUPERINTENDENT
2525 N. Larrabee Ave.
Portland 12, Oregon

February 26, 1952

D 315-2-41

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. W. Stiffler
Assistant State Highway Engineer

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sirs:

RE: Mosier-The Dalles Section
Columbia River Highway

Referring to your letter February 5th transmitting prints of your drawings No. 7B-10-1 and 5B-35-15.

The sections shown on the prints submitted with the Highway Commission's proposal of January 11th around our Rowena Tunnell are very meager. The loan of the cross section between stations 1778 and 1890, which you indicated were in your office, will be appreciated.

A study of the proposal suggests the following for your consideration:

The proposed width of river bottom to be acquired from the State Land Board should be not less than 350 feet instead of the 300 feet as shown. Sections may indicate more width will be required for the toe of the embankment.

The Railroad alighment should be shown with U.P. Spirals using the greatest speed permissible shown on the superelevation table at the front of the Spiral book. If your field office does not have a copy of our spiral table, please advise and it will be furnished.

Yours very truly,

A McAllister

A. McAllister
Superintendent

RECEIVED
1952
FOR FILING

6171

February 5, 1952

Mr. A. McAllister, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Dear Sir:

In reply to your letter of January 25, prints of the right of way maps of the Mosier-Rowena and the Rowena-Chenoweth Creek sections, our drawings Nos. 7B-10-1 and 5B-35-15, are being forwarded under separate cover. These maps show that the proposed encroachment in Lot 2, Section 17, T.2 N., R. 13 E. is no longer necessary.

As to the cross sections, those from station 1778 to 1890 are available in this office but are on heavy paper and may only be reproduced by photographic methods. The remainder requested will be of the same character and are still in the field offices.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

HGS:ar lg

cc Mr. W. C. Williams
Mr. H. G. Smith

ASSIGNMENT

Date: February 1, 1952

No. 31

By [illegible]

Description: Letter of January 25 by A. McAllister, Supt. of Union Pacific Railroad Company, asking for prints on Rowena Tunnel and Rowena-Chenowith Sections

Acknowledged by ----- Referred to -- ~~Smith~~ ✓ --------

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xxxx Return with rough draft of reply PLEASE RETURN TO
Please prepare for -------- W. C. WILLIAMS -- signature

Assignment executed 2/5-52 mc Report received --------

Remarks: (Assignment made in Mr. Williams' absence)
M.E.

FORM 2552
1-48 200M

UNION PACIFIC RAILROAD COMPANY
OFFICE OF THE SUPERINTENDENT
2525 North Larrabee Avenue
Portland 12, Oregon

January 25, 1952

PLEASE RETURN TO
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. M. C. Williams
Assistant State Highway Engineer

Dear Sir:

Re: Rowena Tunnel-Chenowith Creek Sections of Columbia River Highway.

To assist in studying proposed line change at our Tunnel No. 3 and the other encroachments shown on the maps of the above section, which accompanied your letter of January 11th, please furnish me print of alignment between Highway Stations 1885 (Rowena Tunnel Section) and Station 1955 (Rowena-Chenowith Creek Section).

A print of the platted cross sections from Stations 1778 to 2015 and from 2133 to 2165 would be of assistance in studying the matter if sections are on reproduceable material.

The submissions with your letter of January 11th did not include an encroachment in Lot 2, Section 17, T. 2N., R 13E., which was contemplated in some of the earlier projections. It is assumed this encroachment had been eliminated by more recent studies.

Yours very truly,

A McAllister

A. McAllister
Superintendent

cc Mr. H. G. Smith

RECEIVED
JAN [illegible] 1952
FOR FILING

January 11, 1952

The District Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Sir:

Under separate cover we are sending the following encroachment maps:

1. Rowena Tunnel Section
2. Parts 1 and 2 of Rowena-Chenowith Creek Section
3. Banfield Expressway (82nd Street to 122nd Street)

I presume you will wish to combine the Rowena Tunnel and the Rowena-Chenowith Creek sections into one agreement and make the Banfield Expressway another agreement.

We have funds set up for immediate construction on all these projects and would appreciate the agreements as soon as possible.

There will be a series of encroachment maps for the Banfield Expressway to follow from time to time as our plans are perfected. We are working from the east toward the city center. On account of the difficult property negotiations and the numerous changes arising after these negotiations, it is impossible to complete the survey for the entire line at one time. Therefore, it would seem necessary to make a series of individual agreements.

You will note that the Rowena Tunnel scheme provides for the abandonment of your tunnel. This design was inspected several times on the ground, the last time in September of 1951 by Mr. Althof, Mr. Frohman, and the roadmaster. It was also discussed with Mr. Perkins during an inspection some time ago.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS:AR me

cc Mr. H. G. Smith

[illegible] reply to [illegible] Althof's letter of November 2nd which [illegible] to have disappeared. Agreement No. 3075

RECEIVED
FOR FILING

CORPS OF ENGINEERS , U. S. ARMY
Office of the District Engineer
Portland Oregon District
628 Pittock Block
Portland 5,Oregon

NOTED
H. G. SMITH

January 7, 1952

PUBLIC NOTICE

NOTED
W. C. WILLIAMS

Application has been made to the Department of the Army by the Oregon State Highway Department, Salem, Oregon, for a permit to construct a fill for roadway purposes in Columbia River along the Oregon shore at Rowena Point approximately 4.5 miles upstream from Mosier, Oregon.

The area in which the fill will be made begins 200 feet east of the west line of section 34, Township 3 North, Range 12 East of Willamette Meridian, and extends upstream approximately 1 mile, to within 800 feet of the east line of section 3, Township 2 North, Range 12 East of Willamette Meridian. The top of fill will be approximately elevation 100 m.s.l., and maximum distance of the toe of slope from the existing low water line, (elevation 72 m.s.l.) will be 250 feet.

Maps and plans for the proposed work are on file and may be seen in this office.

Letters expressing views concerning the effect of the proposed fill on navigation are requested from all interested parties, particularly navigation interests and State and local authorities and civic organizations. Replies to receive full consideration should be received in this office prior to January 24, 1952.

For the District Engineer:

T.W. Ragsdale,
Cheif, Operations Division

RECEIVED
[illegible] 15 1952
FOR FILING

January 2, 1952

The District Engineer
Corps of Engineers
United States Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Plans for the reconstruction of the Columbia River Highway provide for the realignment of the Union Pacific Railroad with a further encroachment on the Columbia River at Rowena Point. This is made necessary by the high, dangerous bluffs along which the railroad is benched at the present time. They have so much difficulty with snow, ice and falling rocks during the winter months that they have consented to a readjustment of their line. The Highway Department proposes to daylight the present railroad tunnel and use this material and talus deposits from the eastern face of Rowena Point to make the fills.

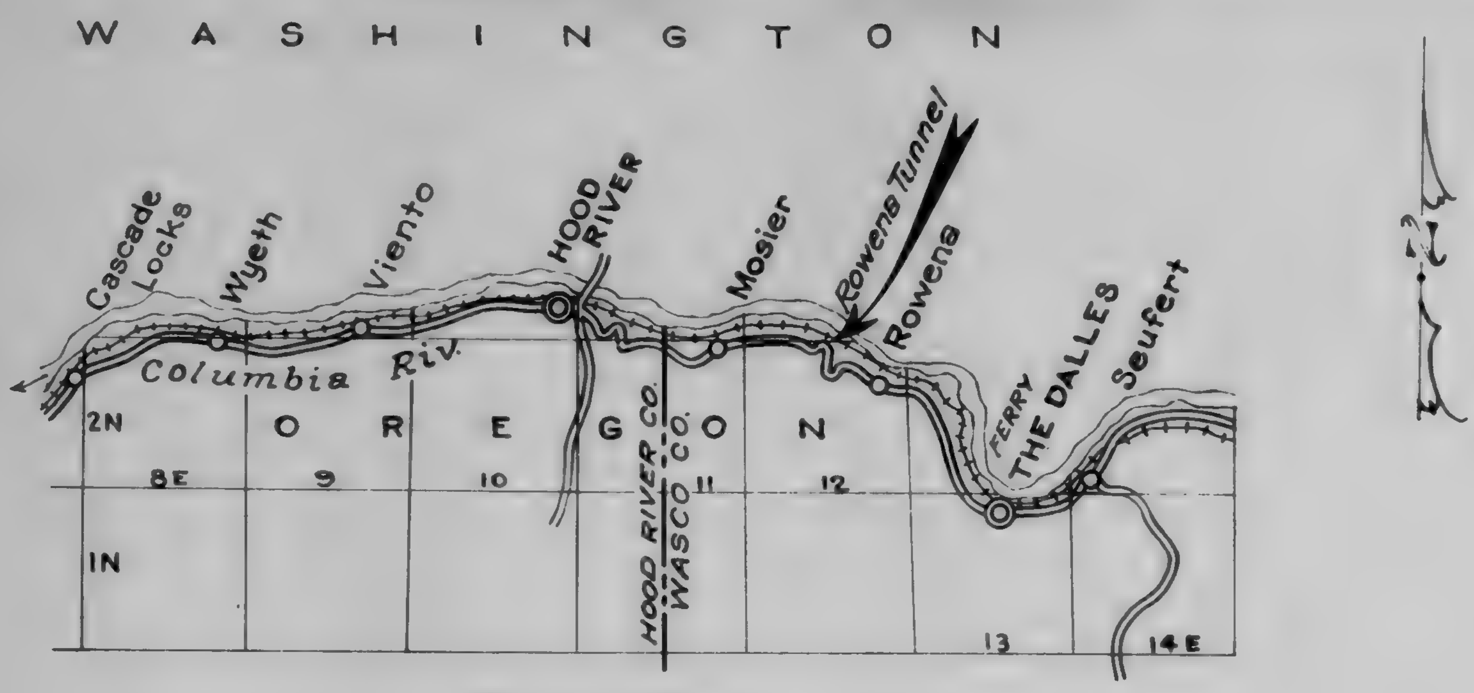
Application is, therefore, made for a permit to make embankments encroaching upon the river as per the attached plans which consist of six sheets. There is one set of tracings and three sets of prints. We would appreciate your favorable action on our request for a permit at your early convenience. Thanking you for past favors, I remain

Very truly yours,

R. H. Baldock
State Highway Engineer

HGS:ar lg
Attachments

cc Mr. W. C. Williams
Mr. H. G. Smith


WASHINGTON
Cascade Locks
Wyeth
Viento
HOOD RIVER
Mosier
Rowena Tunnel
Rowena
FERRY
THE DALLES
Seufert
Columbia Riv.
OREGON
HOOD RIVER CO.
WASCO CO.
2N
IN
8E
9
10
11
12
13
14E

Vicinity Map

0
5
10
20

SCALE IN MILES

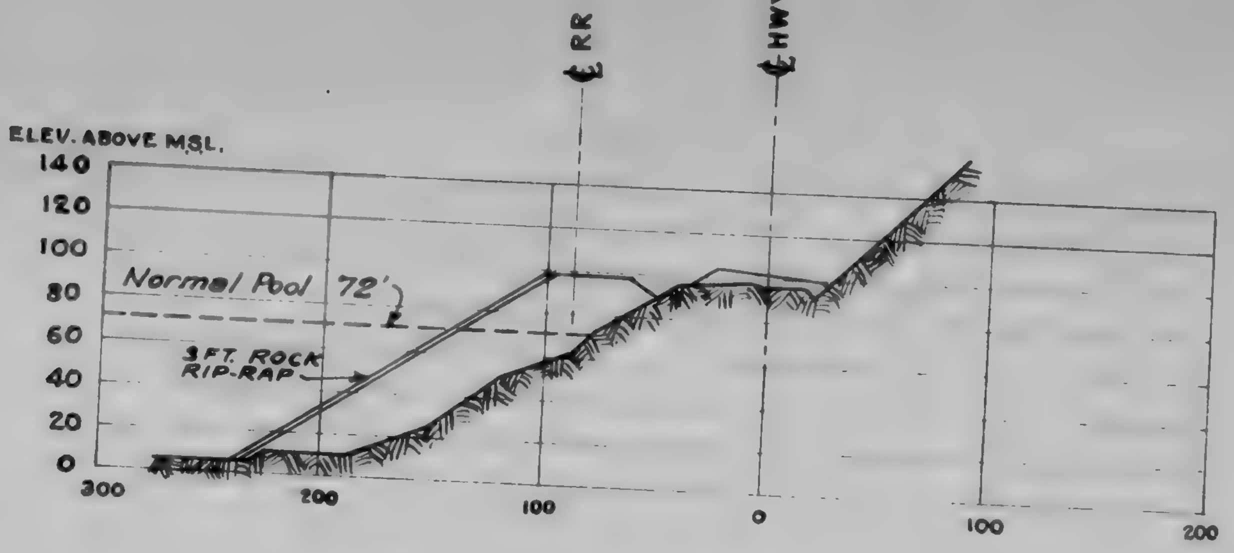
$\frac{1}{500{,}000}$

OREGON STATE HIGHWAY DEPARTMENT

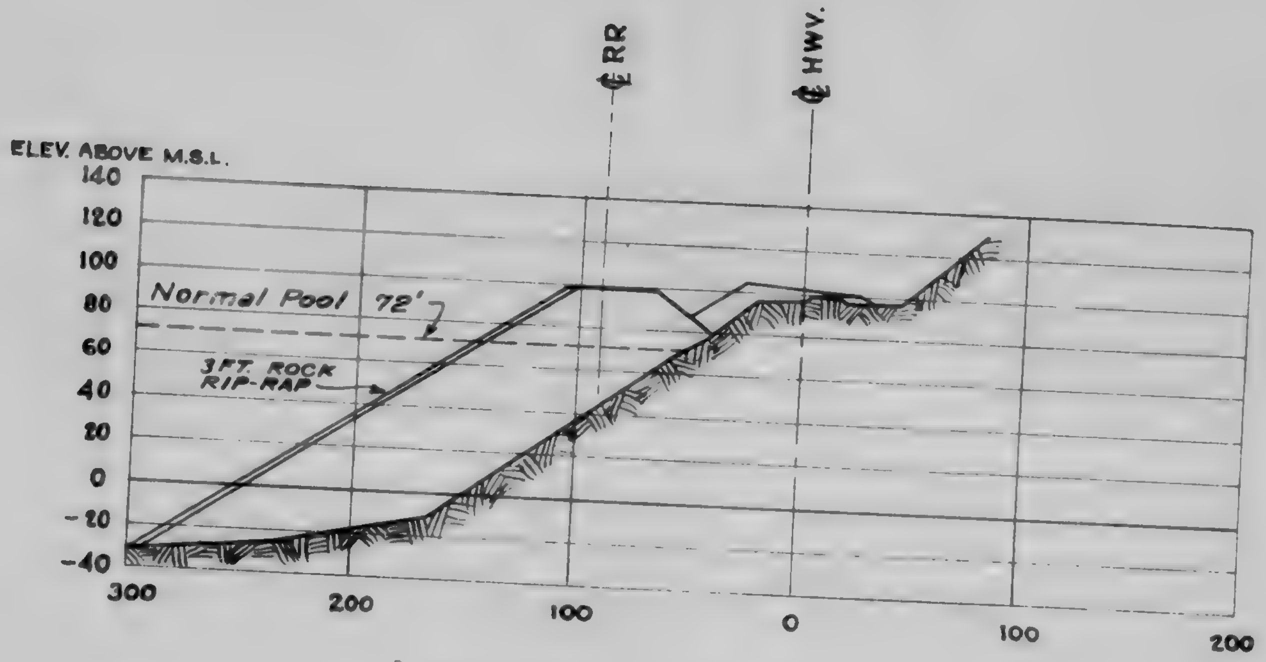
PROPOSED RAILROAD & HIGHWAY EMBANKMENT IN COLUMBIA RIVER

• Rowena Tunnel Section •

Sheet 1 of 6


℄ RR
℄ HWY.
ELEV. ABOVE M.S.L.
140
120
100
80
60
40
20
0
Normal Pool 72'
3 FT. ROCK RIP-RAP
300
200
100
0
100
200

Section A-A


℄ RR
℄ HWY.
ELEV. ABOVE M.S.L.
140
120
100
80
60
40
20
0
-20
-40
Normal Pool 72'
3 FT. ROCK RIP-RAP
300
200
100
0
100
200

Section B-B

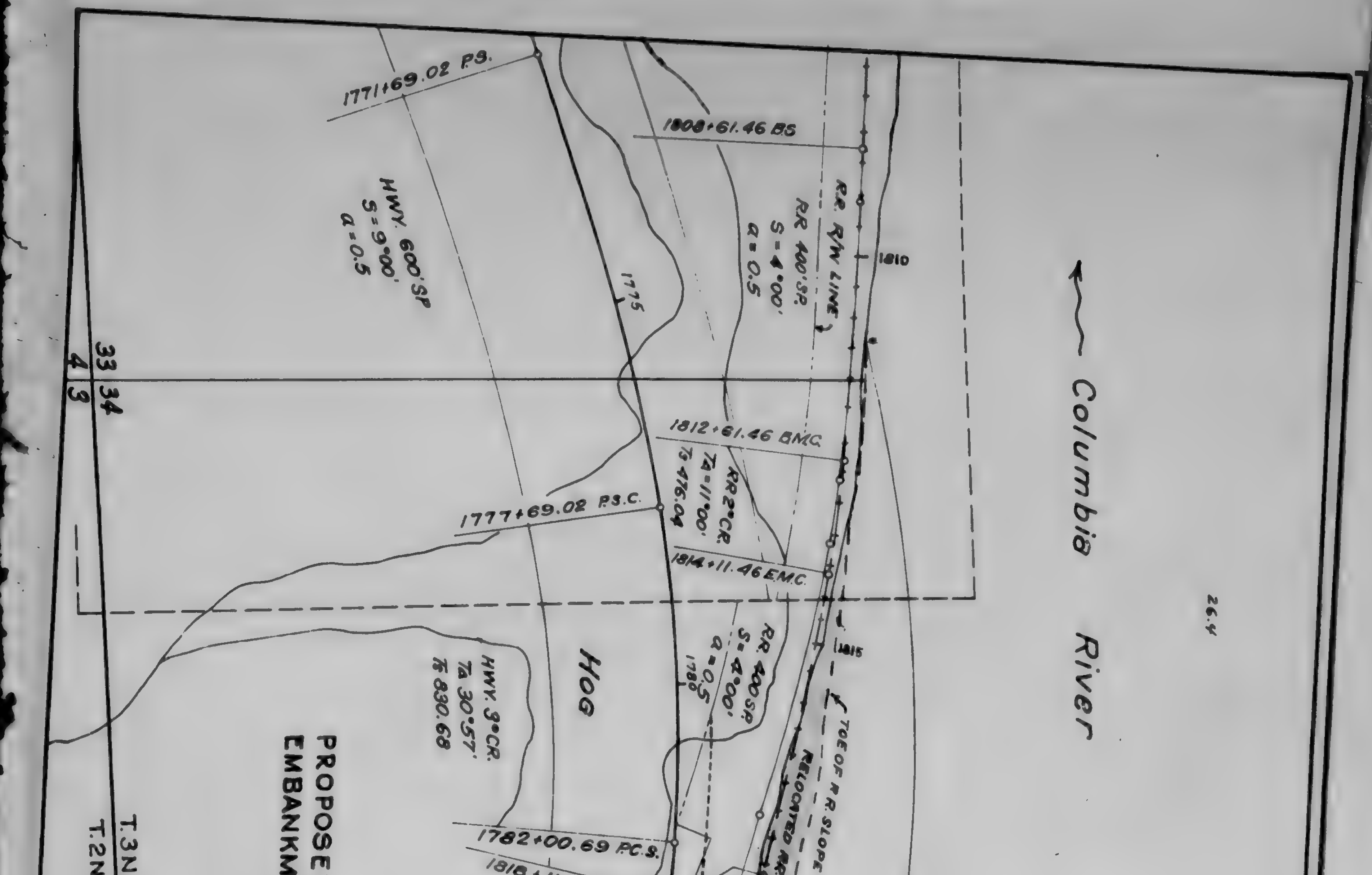
Soundings are in feet and tenths and show depth at Normal Pool Level, Elev. 72.0 MSL

Map data from OSHD Location survey revised Dec. 1951.

Sheet 2 of 6

PROPOSED RAILROAD AND HIGHWAY
EMBANKMENT IN COLUMBIA RIVER

Scale 1" = 100'

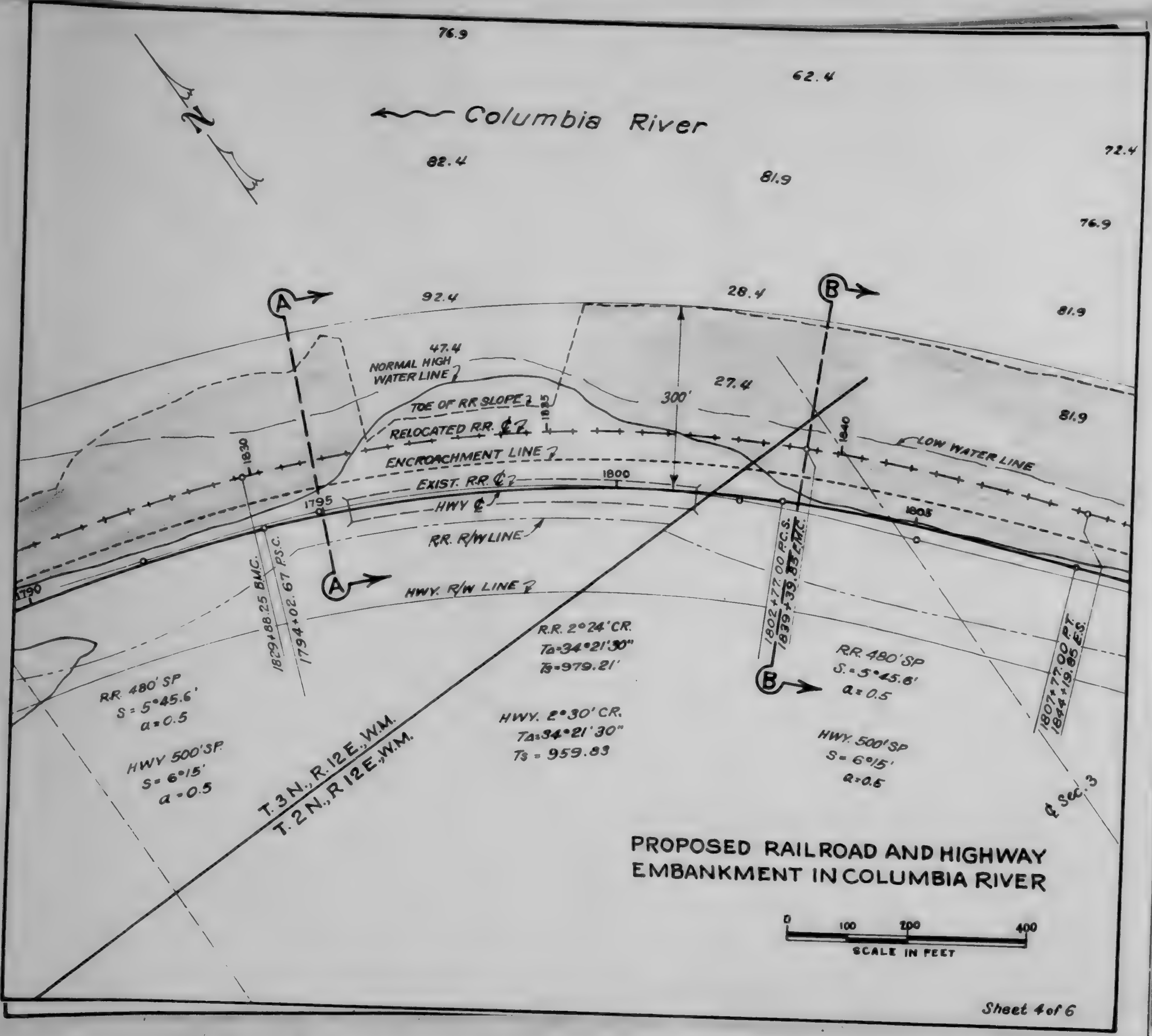


PROPOSED RAILROAD AND HIGHWAY EMBANKMENT IN COLUMBIA RIVER

T.3N., R.12E., W.M.
T.2N., R.12E., W.M.

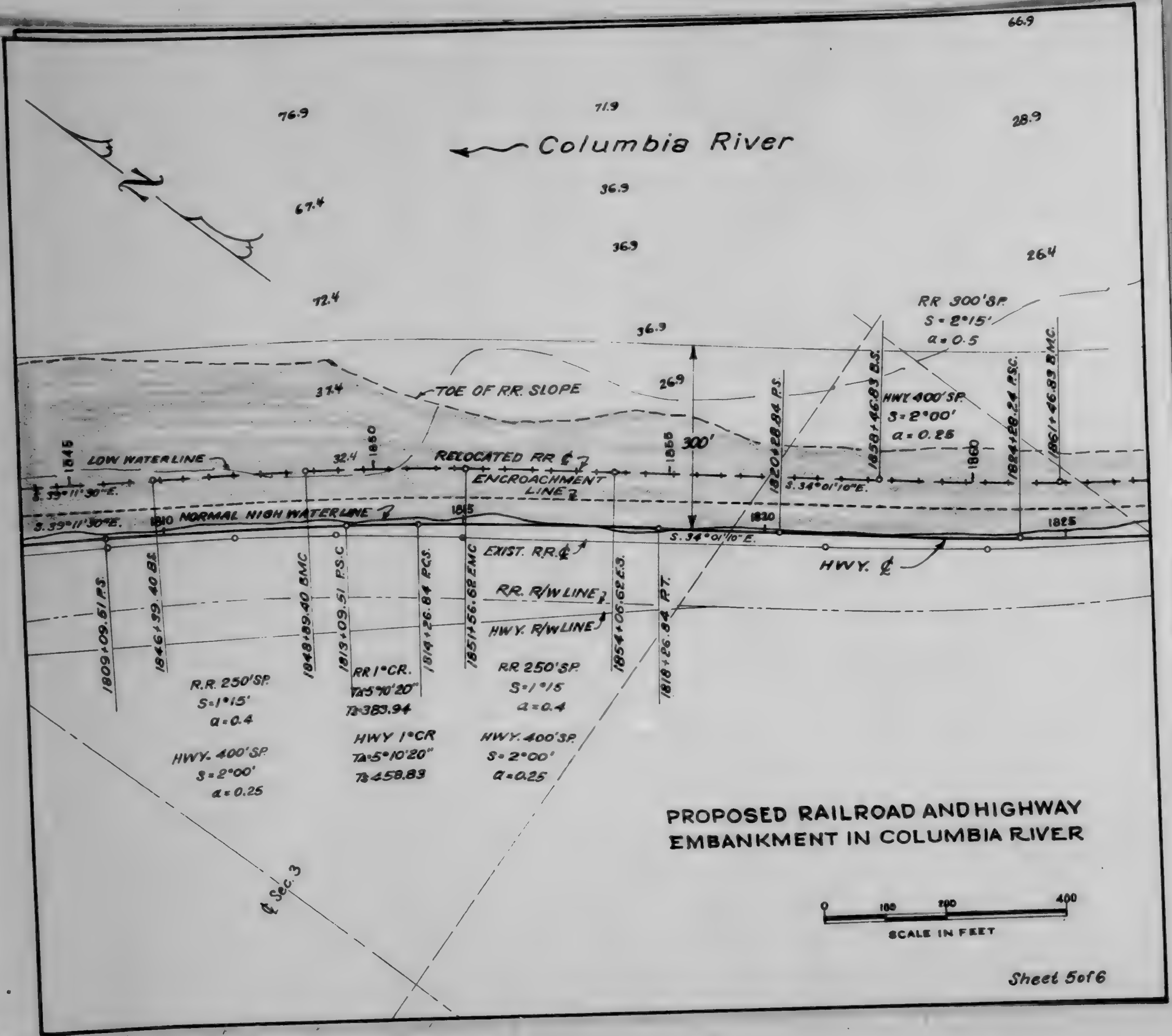
Sheet 3 of 6

Columbia River
Hog Lake
1771+69.02 P.S.
1808+61.46 BS
HWY. 600' SP
S=9°00'
a=0.5
R.R. R/W LINE
RR 400' SP.
S=4°00'
a=0.5
1810
1775
33 34
4 3
1812+61.46 BMC
RR 2° CR.
TA=11°00'
TS 476.04
1777+69.02 P.S.C.
1814+11.46 EMC
R.R. 400' SP.
S=4°00'
a=0.5
1780
1815
HWY. 3° CR.
TA 30°57'
TS 830.68
TOE OF R.R. SLOPE
RELOCATED RR
1782+00.69 P.C.S.
1818+11.46 E.S.
EASEMENT LINE
HWY. 600' SR
S=9°00'
a=0.5
1820
1785
HIGHWAY
NORMAL HIGH WATER LINE
S. 73°33'E.
300'
LOW WATER LINE
1788+00.69 P.T.
1789+02.67 P.S.
1825+08.25 BS
1825
1790
MP 75 ABOVE VANCOUVER BR.
26.4
32.4
57.4
62.4
0
100
200
400
SCALE IN FEET


N
Columbia River
76.9
62.4
82.4
81.9
72.4
76.9
92.4
28.4
81.9
47.4
27.4
81.9
A
A
B
B
NORMAL HIGH WATER LINE
TOE OF RR SLOPE
RELOCATED R.R. ℄
ENCROACHMENT LINE
EXIST. R.R. ℄
HWY ℄
R.R. R/W LINE
HWY. R/W LINE
LOW WATER LINE
300'
1790
1795
1800
1805
1830
1835
1840
1829+88.25 BMC.
1794+02.67 P.S.C.
1802+77.00 P.C.S.
1839+39.83 E.M.C.
1807+77.00 P.T.
1844+19.85 E.S.
R.R. 480' SP
S = 5°45.6'
a = 0.5
HWY 500' SP
S = 6°15'
a = 0.5
R.R. 2°24' CR.
Ta = 34°21'30"
Ts = 979.21'
HWY. 2°30' CR.
Ta = 34°21'30"
Ts = 959.83
R.R. 480' SP
S. = 5°45.6'
a = 0.5
HWY. 500' SP
S = 6°15'
a = 0.5
T.3N., R.12E., W.M.
T.2N., R.12E., W.M.
℄ Sec. 3
0
100
200
400
SCALE IN FEET

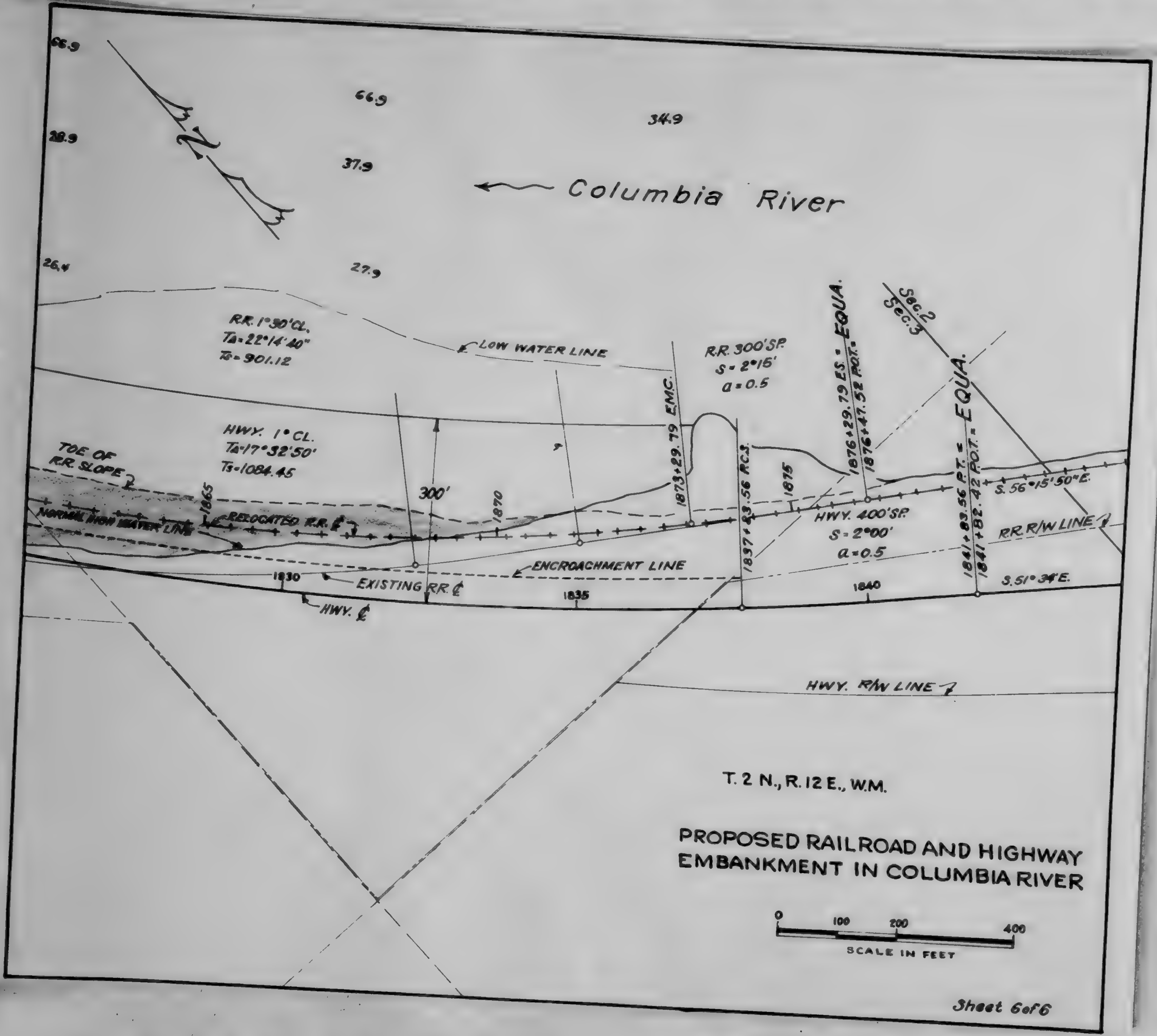
PROPOSED RAILROAD AND HIGHWAY
EMBANKMENT IN COLUMBIA RIVER

Sheet 4 of 6


N
Columbia River
76.9
71.9
66.9
28.9
67.4
36.9
36.9
26.4
72.4
36.9
37.4
26.9
32.4
RR 300'SP.
S = 2°15'
a = 0.5
TOE OF RR. SLOPE
HWY. 400'SP.
S = 2°00'
a = 0.25
300'
1845
1850
1855
1860
LOW WATERLINE
RELOCATED RR ℄
ENCROACHMENT LINE ℄
S. 39°11'30"E.
S. 34°01'10"E.
NORMAL HIGH WATERLINE ℄
1810
1815
1820
1825
S. 34°01'10"E.
EXIST. RR.℄
HWY. ℄
RR. R/W LINE
HWY. R/W LINE
1809+09.51 P.S.
1846+39.40 B.S.
1848+89.40 BMC
1813+09.51 P.S.C.
1814+26.84 P.C.S.
1851+56.62 EMC
1854+06.62 E.S.
1818+26.84 P.T.
1820+28.84 P.S.
1858+46.83 B.S.
1824+28.24 P.S.C.
1861+46.83 BMC.
R.R. 250'SP.
S = 1°15'
a = 0.4
HWY. 400'SP.
S = 2°00'
a = 0.25
RR 1°CR.
Ta = 5°10'20"
T = 383.94
HWY 1°CR
Ta = 5°10'20"
T = 458.83
RR. 250'SP.
S = 1°15
a = 0.4
HWY. 400'SP.
S = 2°00'
a = 0.25
℄ Sec. 3
0
100
200
400
SCALE IN FEET

PROPOSED RAILROAD AND HIGHWAY
EMBANKMENT IN COLUMBIA RIVER

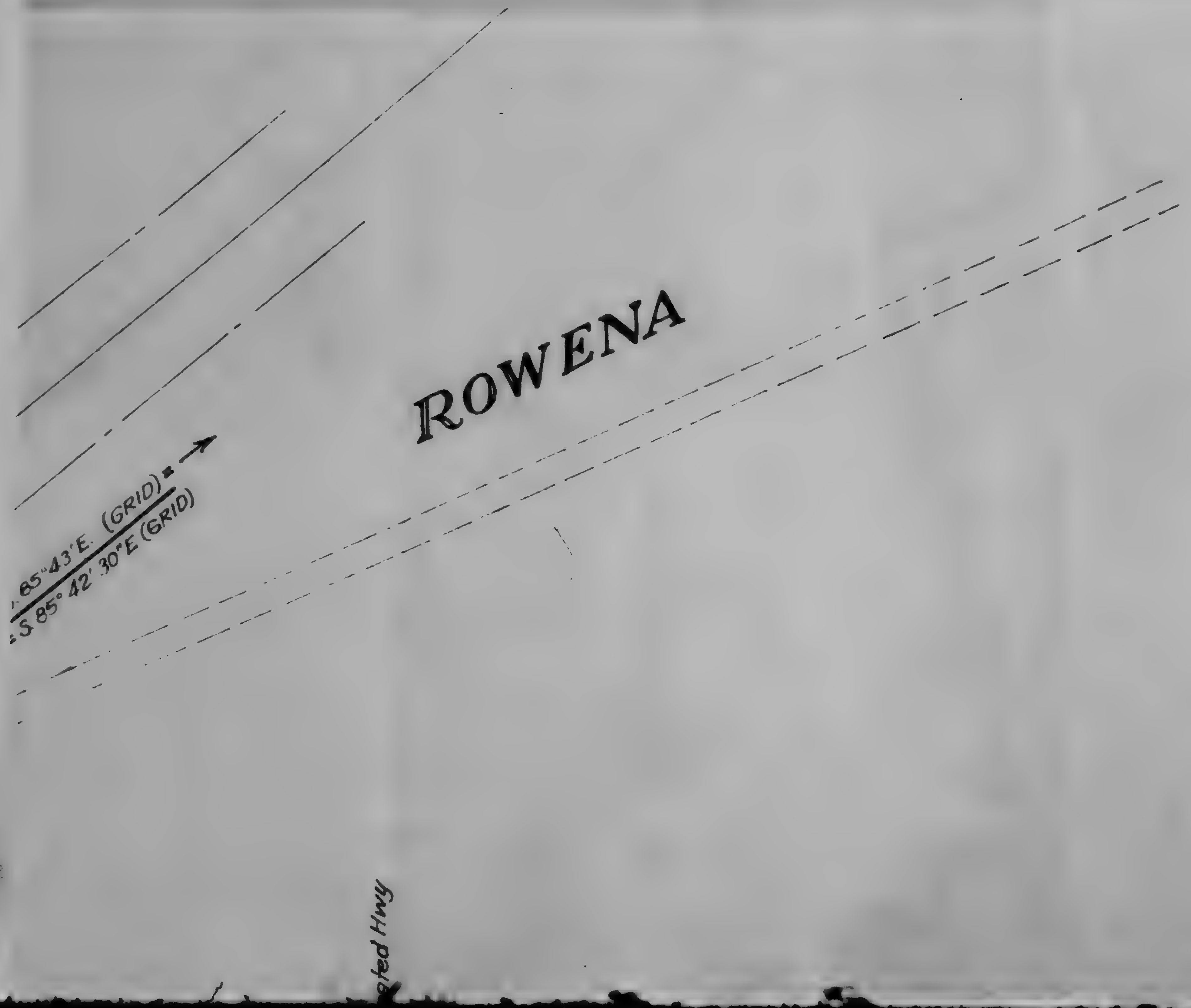
Sheet 5 of 6

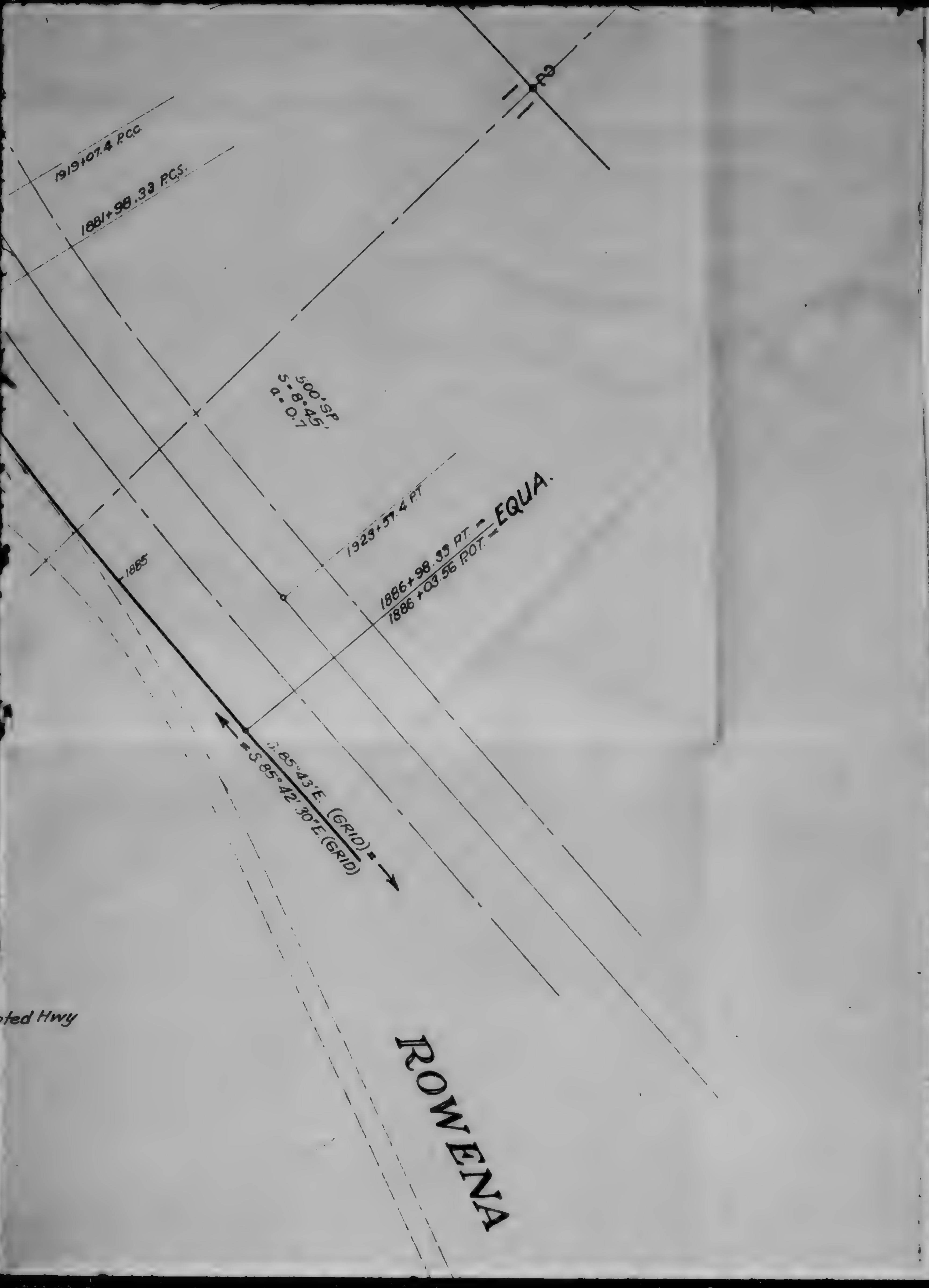

N
66.9
66.9
34.9
28.9
37.9
Columbia River
26.4
27.9
R.R. 1°30' CL.
Ta=22°14'40"
Ts=901.12
LOW WATER LINE
R.R. 300' SP.
S=2°15'
a=0.5
Sec. 2
Sec. 3
1876+29.79 E.S. =
1876+47.52 P.O.T. = EQUA.
1841+83.56 P.T. =
1841+82.42 P.O.T. = EQUA.
HWY. 1° CL.
Ta=17°32'50"
Ts=1084.45
TOE OF R.R. SLOPE
NORMAL HIGH WATER LINE
RELOCATED R.R. ℄
1865
1870
300'
1873+29.79 E.M.C.
1837+83.56 P.C.S.
1875
HWY. 400' SP.
S=2°00'
a=0.5
S. 56°15'50" E.
R.R. R/W LINE
S. 51°34' E.
ENCROACHMENT LINE
EXISTING R.R. ℄
HWY. ℄
1830
1835
1840
HWY. R/W LINE
0
100
200
400
SCALE IN FEET

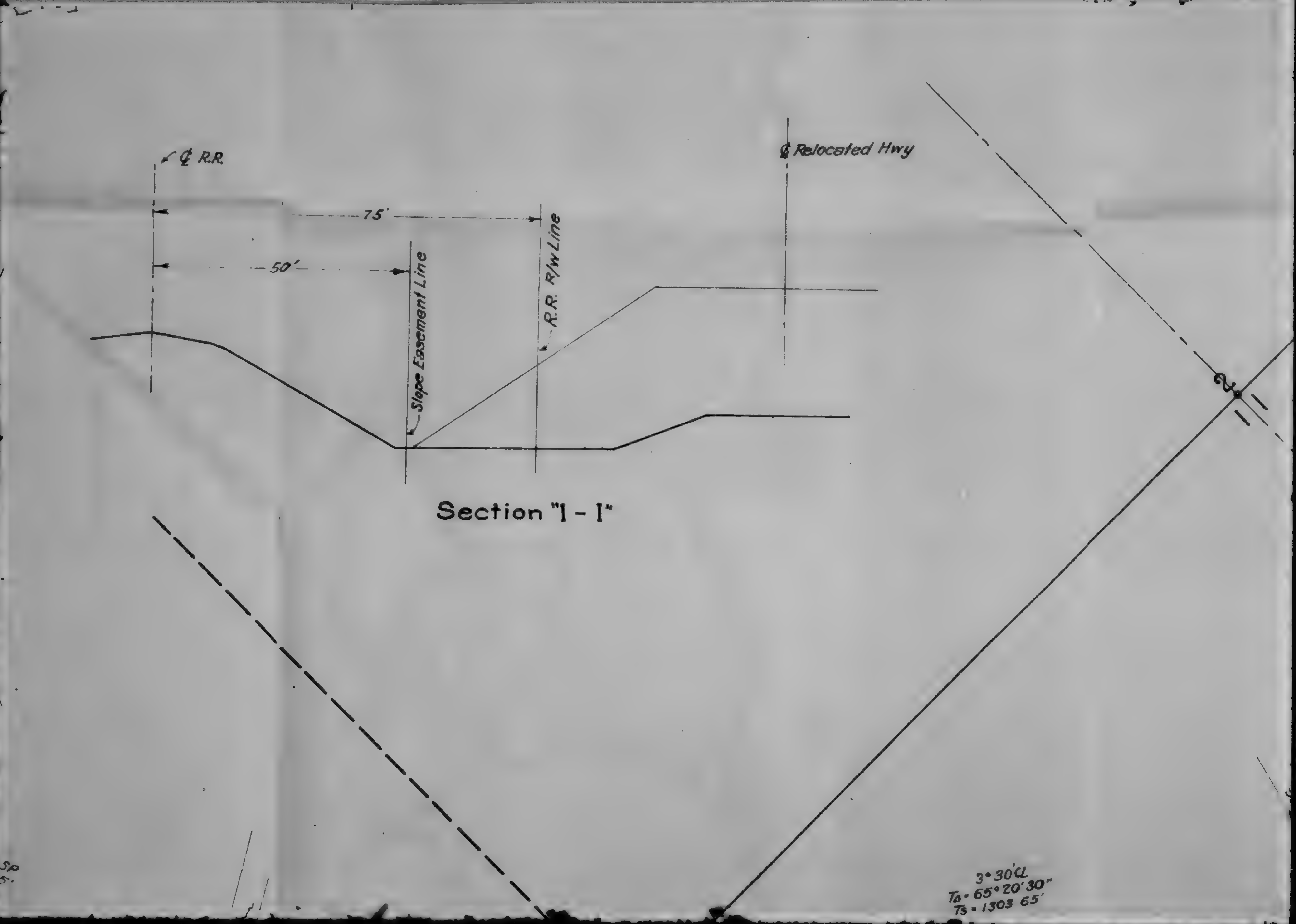
T. 2 N., R. 12 E., W.M.

PROPOSED RAILROAD AND HIGHWAY
EMBANKMENT IN COLUMBIA RIVER

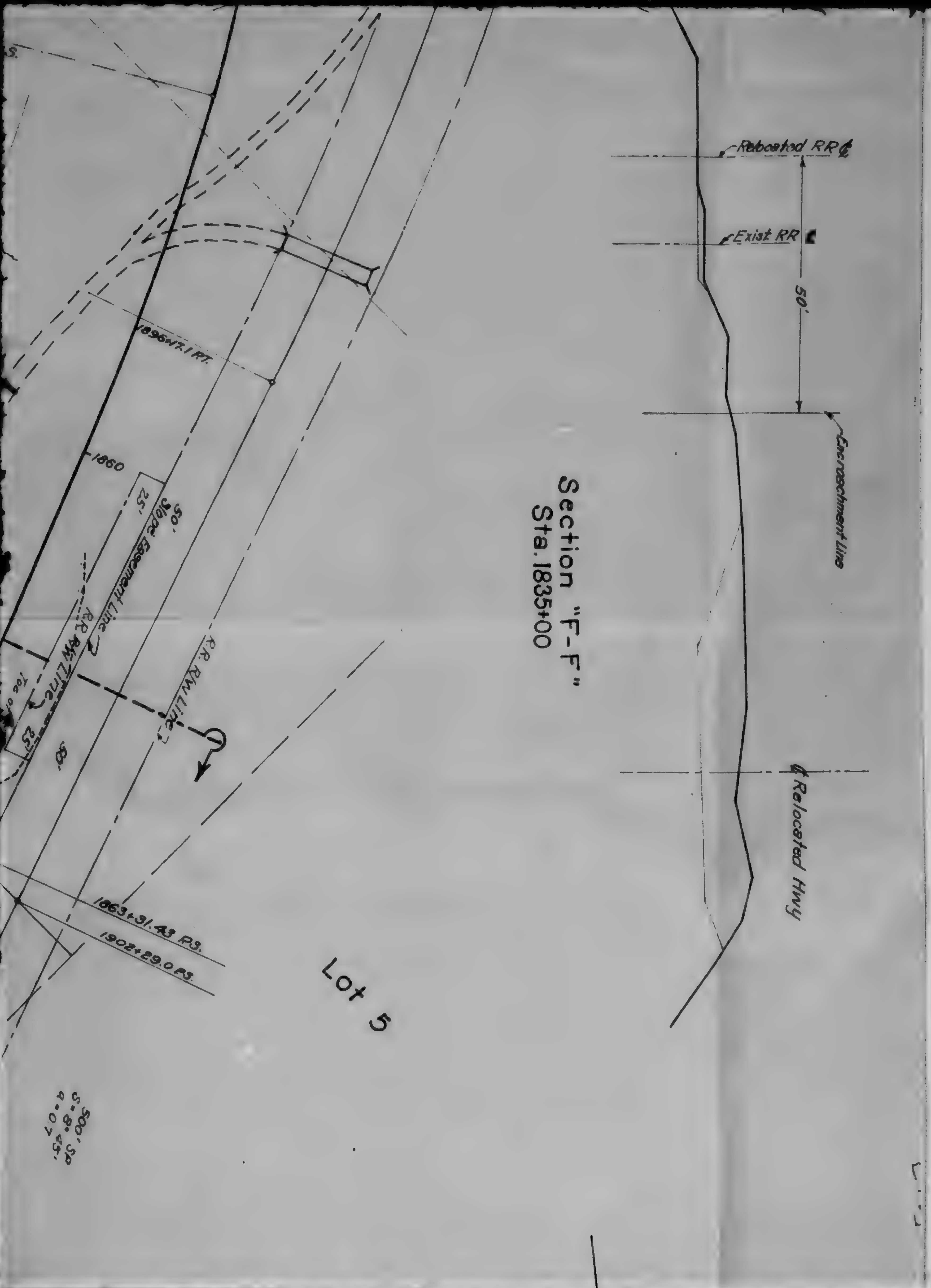
Sheet 6 of 6

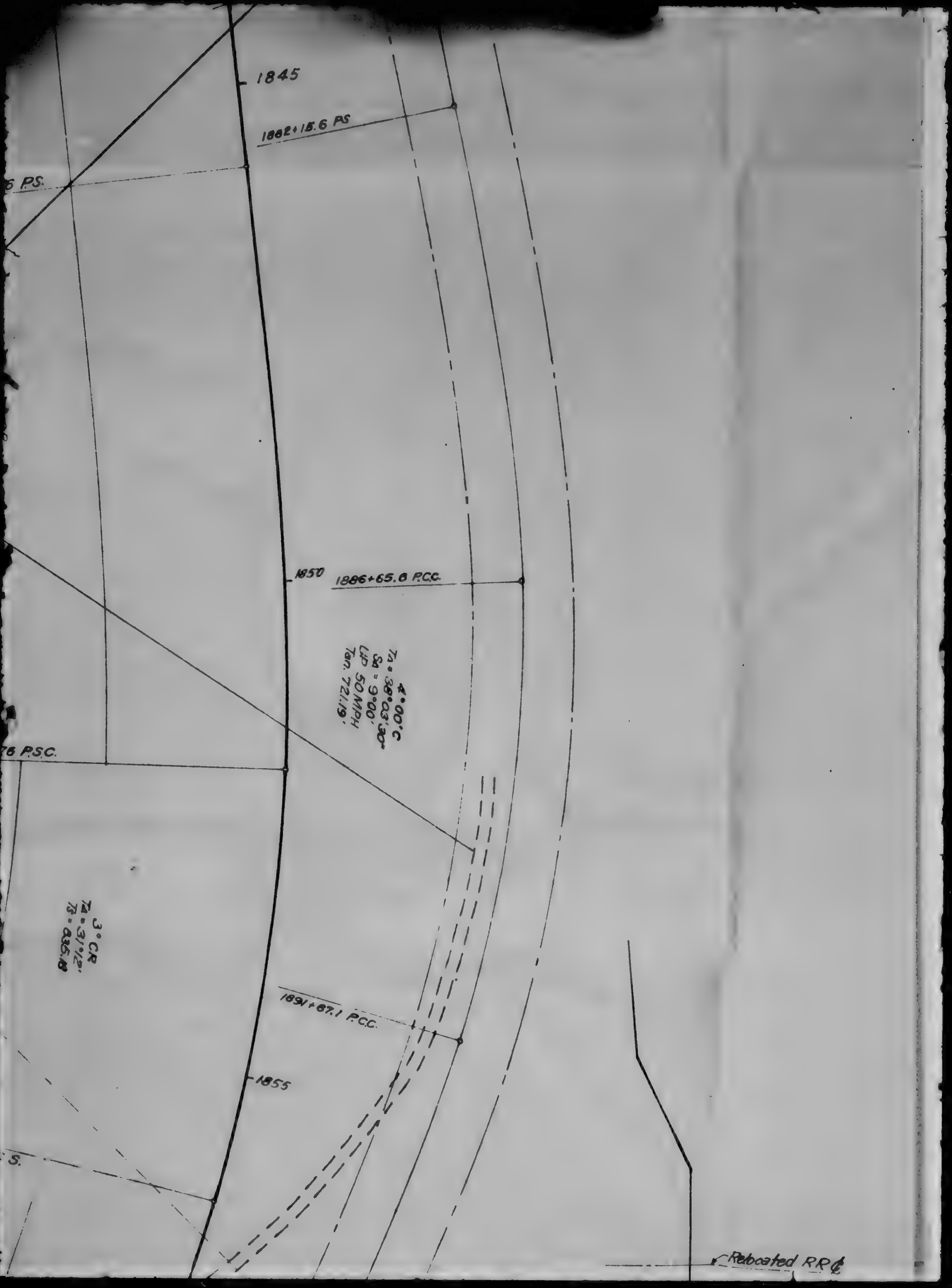

ROWENA
85°43'E. (GRID)
S 85°42'30"E (GRID)
ated Hwy

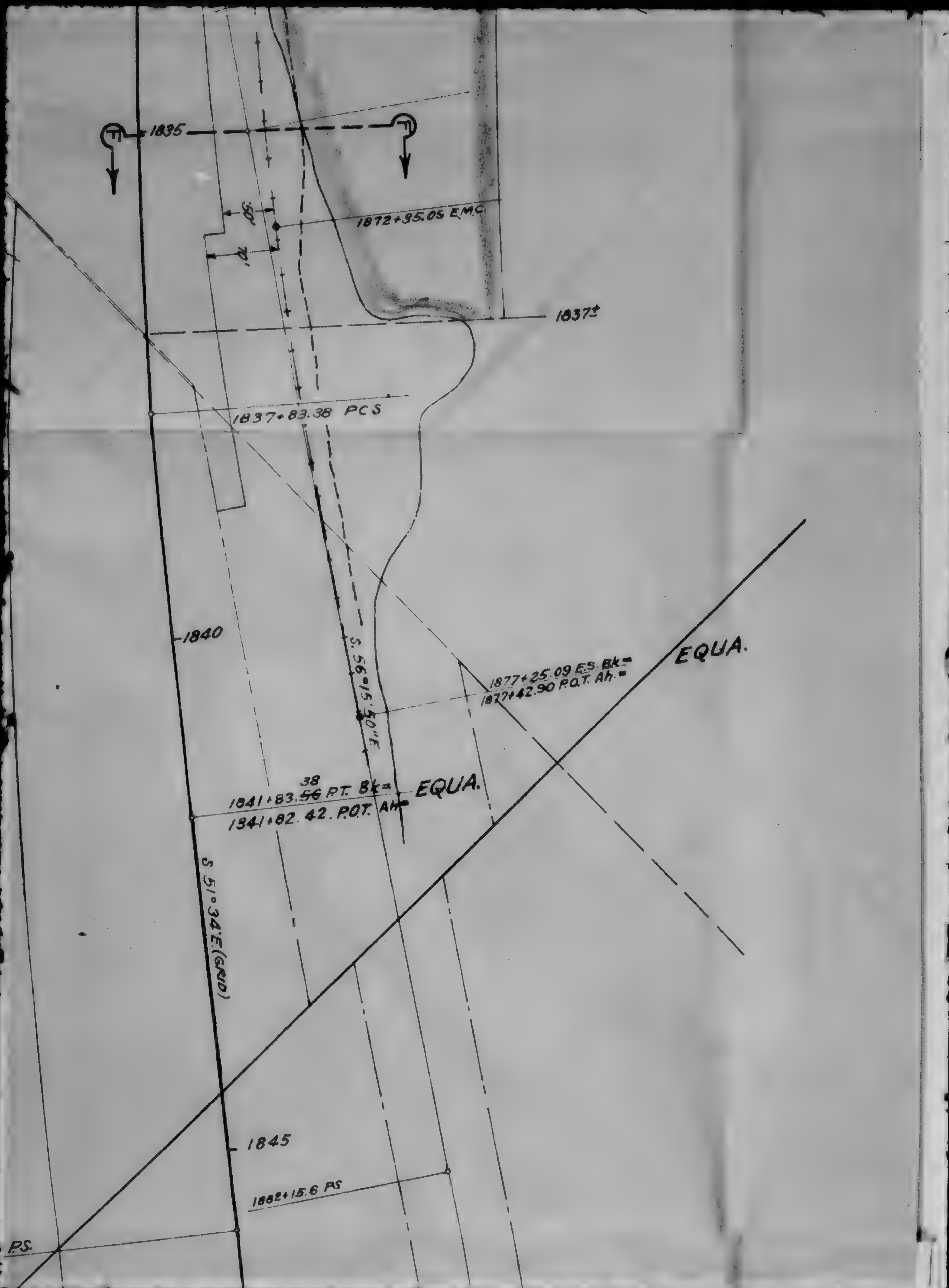

1919+07.4 P.C.C.
1881+98.33 P.C.S.
500'SP
S=8°45'
a=0.7
1923+57.4 P.T.
1886+98.33 P.T. = EQUA.
1886+03.56 P.O.T. =
1885
S.85°43'E. (GRID) =
= S.85°42'30"E. (GRID)
ated Hwy
ROWENA

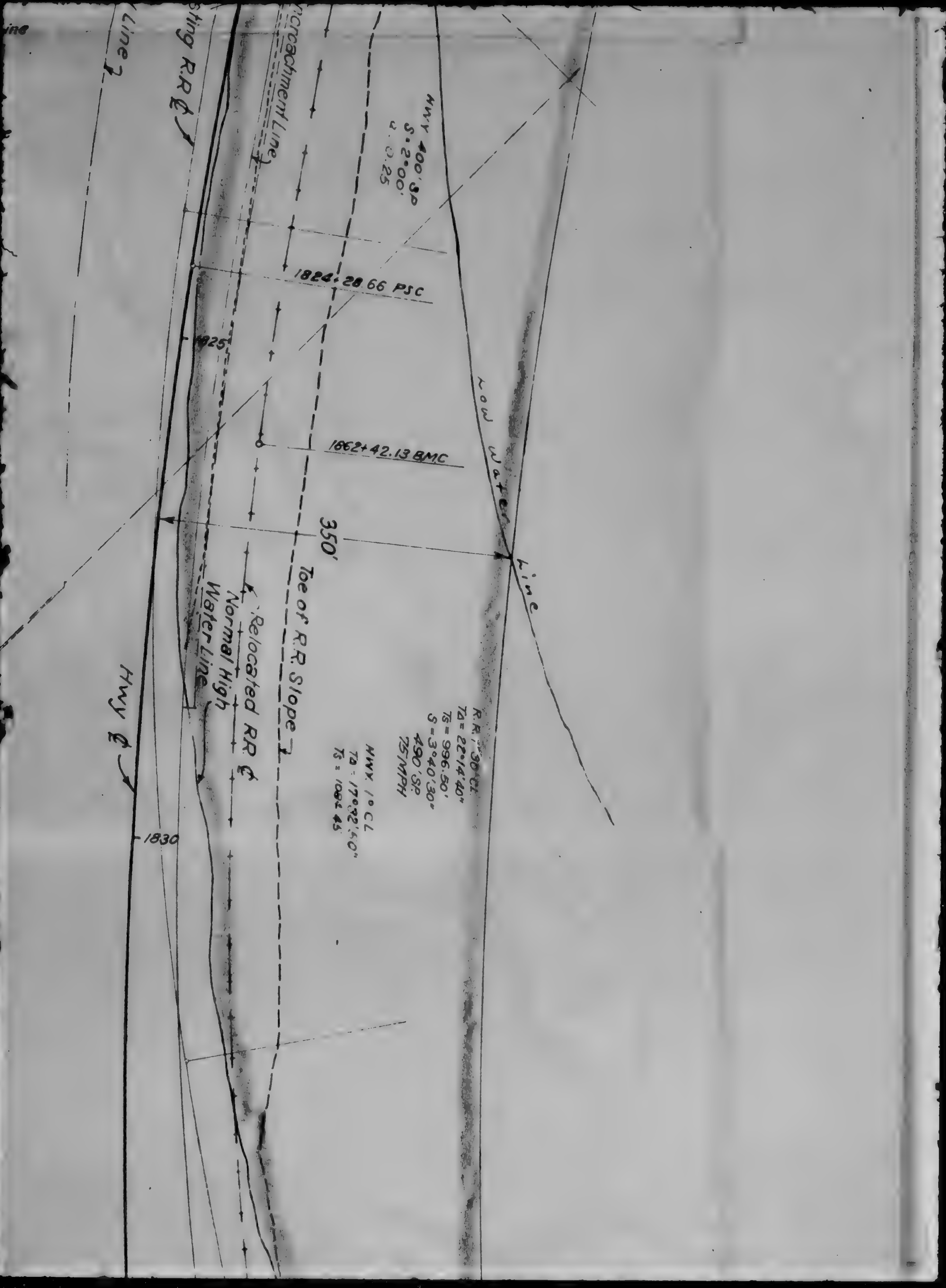

Section "I - I"

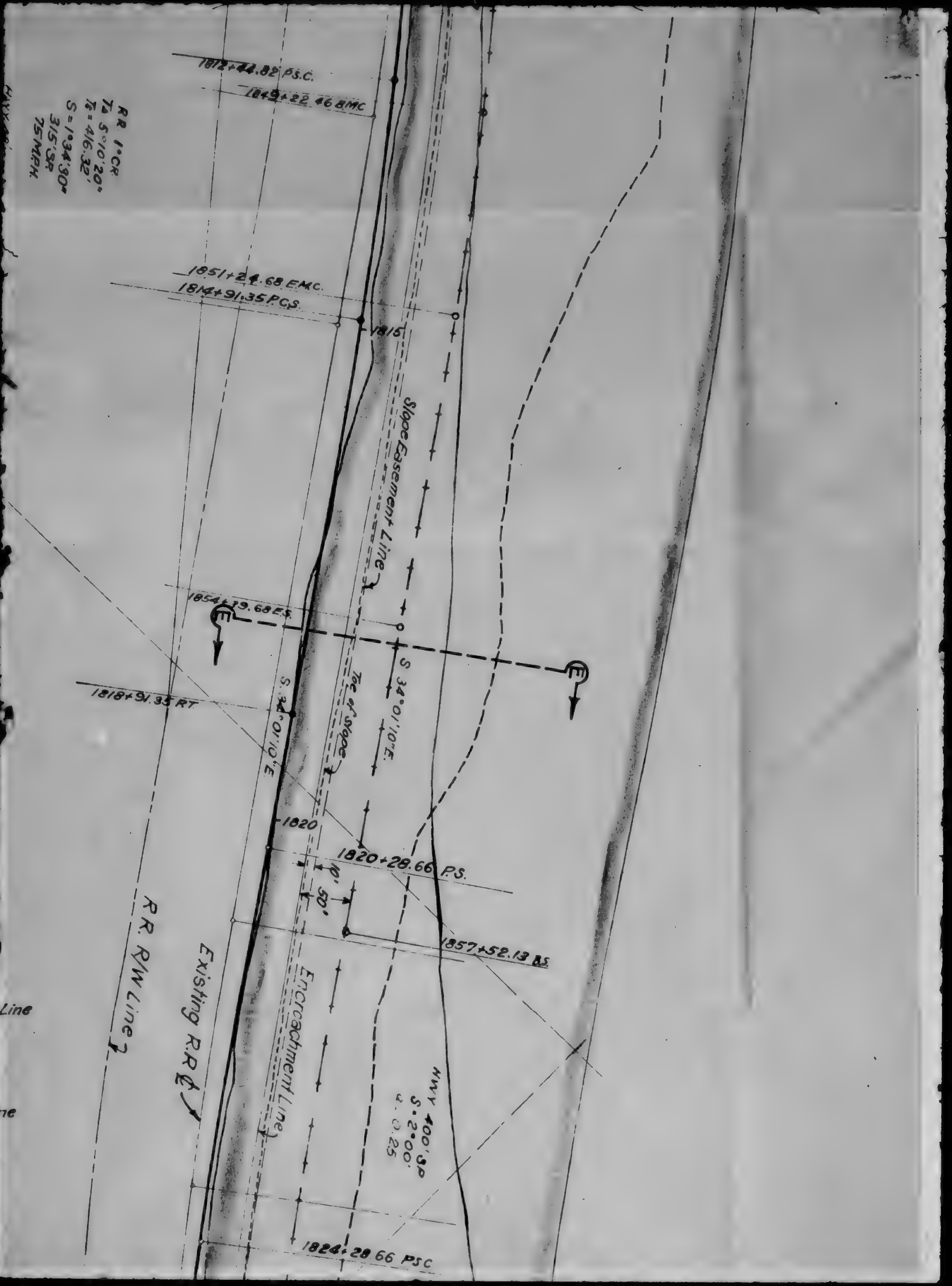
℄ R.R.
75'
50'
Slope Easement Line
R.R. R/w Line
℄ Relocated Hwy
2
3° 30' Cl
TΔ = 65° 20' 30"
Ts = 1303 65'
SP

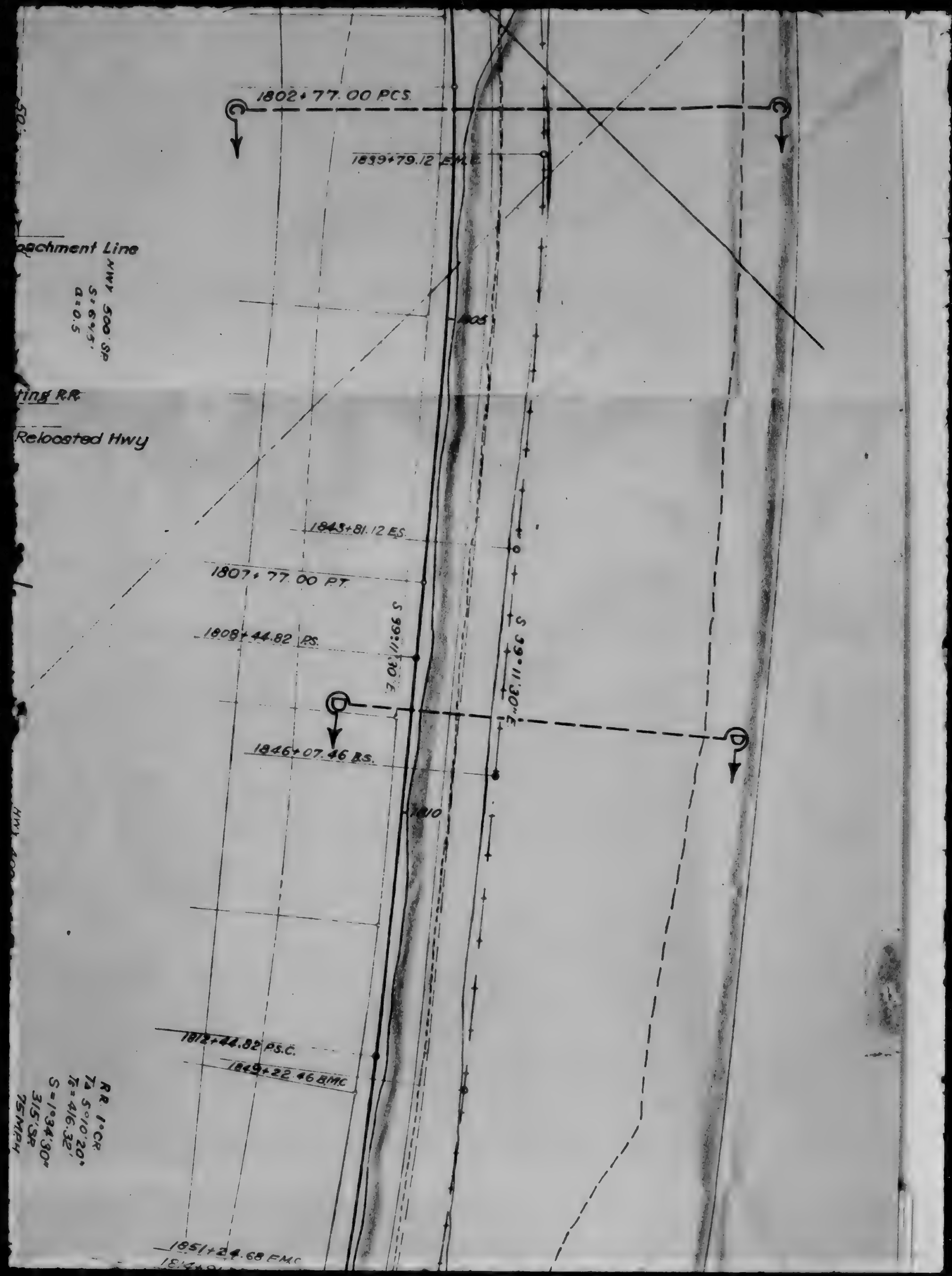

Relocated RR ℄
Exist. RR ℄
50'
Encroachment Line
Section "F-F"
Sta. 1835+00
℄ Relocated Hwy
1896+77.1 PT.
1860
50'
25'
Slope Easement Line
R.R. R/W Line
R.R. R/W Line
Toe of
25
50'
1863+31.43 P.S.
1902+29.0 P.S.
Lot 5
500' Sp.
S-8°
a-07'45'

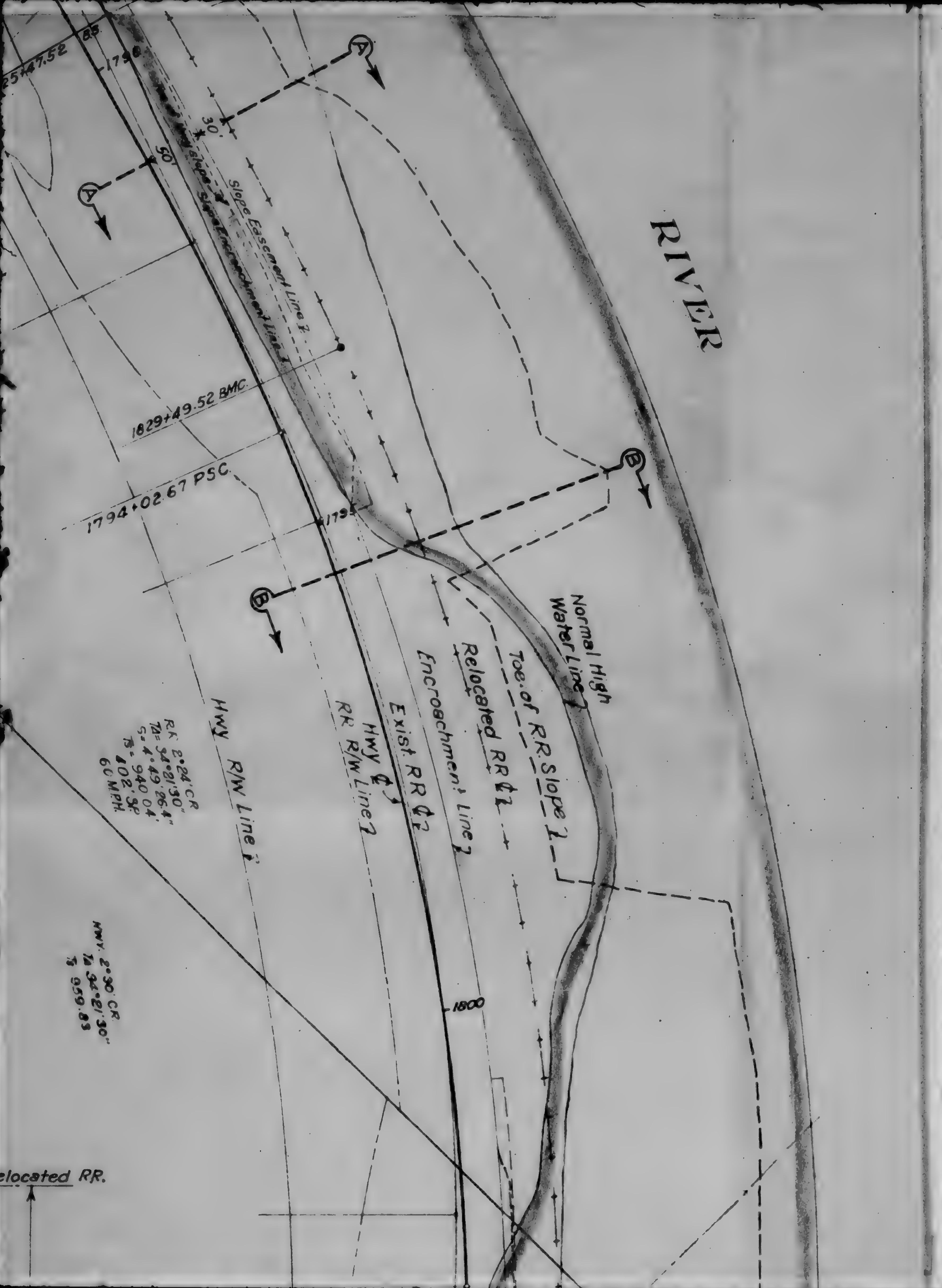

1845
1882+15.6 PS
6 P.S.
1850
1886+65.8 P.C.C.
4°00' C
TΔ = 38°03'30"
Sa = 9°00'
UP 50 MPH
Tan. 721.19'
76 P.S.C.
3° CR
TΔ = 31°12'
Ts = 835.18
1891+87.1 P.C.C.
1855
S.
Relocated RR ℄

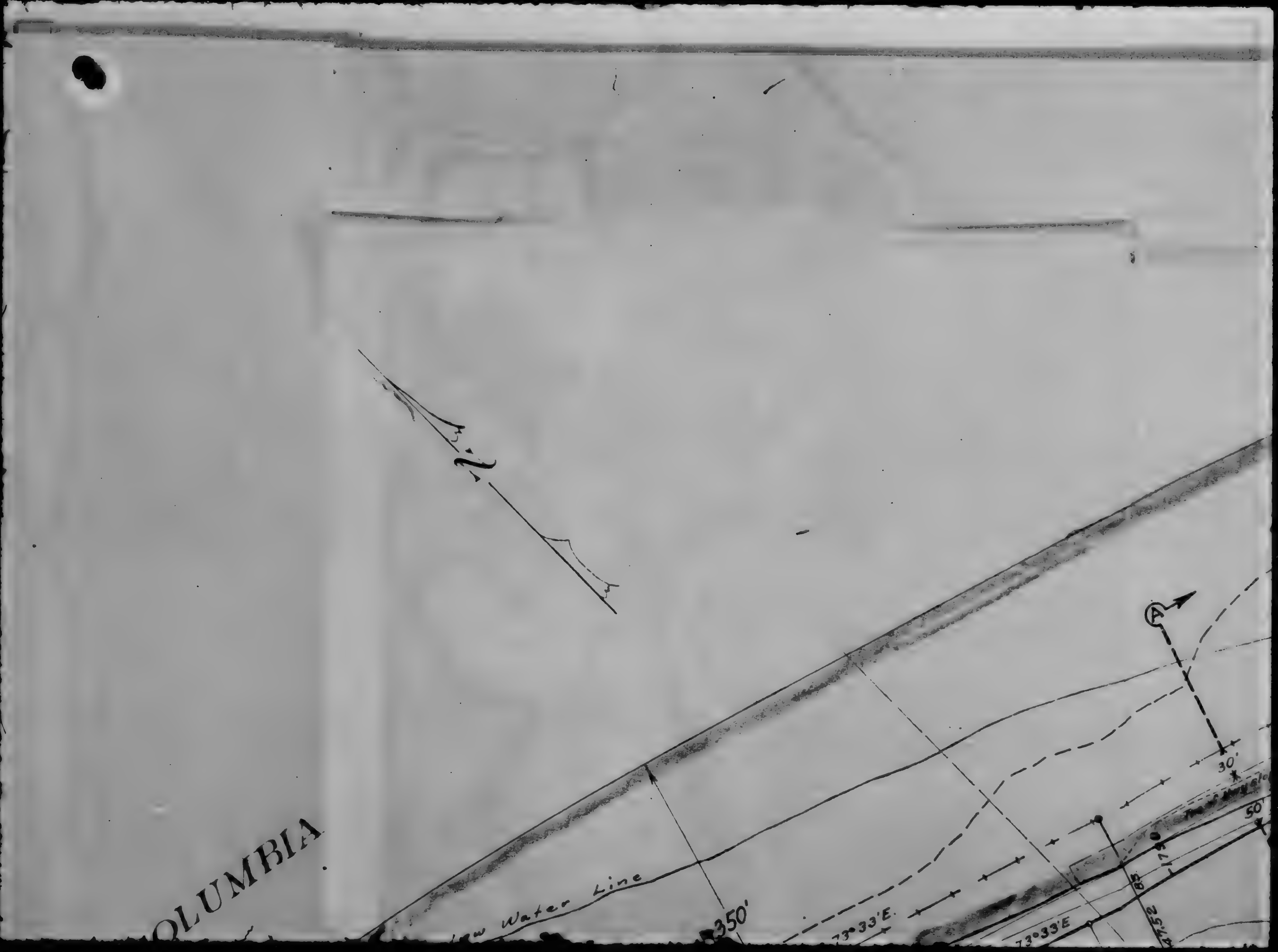

1835
30'
70'
1872+35.05 E.M.C.
1837±
1837+83.38 PCS
1840
S. 56°15'30"E
1877+25.09 E.S. Bk=
1877+42.90 P.O.T. Ah=
EQUA.
1841+83.~~56~~ 38 P.T. Bk=
1841+82.42. P.O.T. Ah=
EQUA.
S 51°34'E.(GRID)
1845
1882+15.6 PS
P.S.

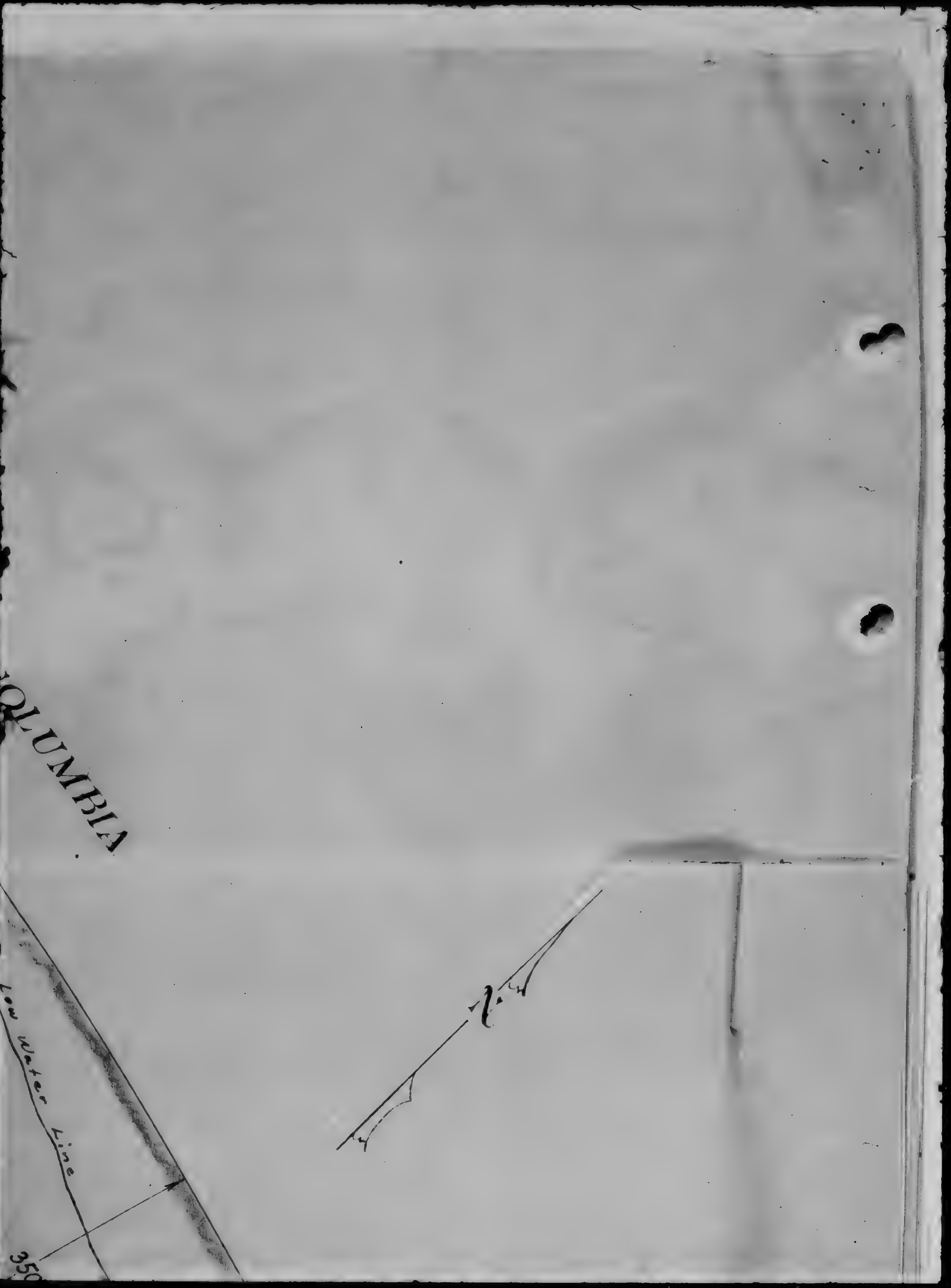

ine
Line
sting R.R. ℄
ncroachment Line
HWY 400' SP
S=2°00'
e 0.25
1824+28.66 PSC
1825
1862+42.13 BMC
350'
Low Water Line
Toe of R.R. Slope
Relocated RR ℄
Normal High
Water Line
Hwy ℄
1830
R.R. 1°30' CL
TΔ=22°14'40"
TS=996.50'
S=3°40'30"
490' SP
75 MPH
HWY. 1° CL
TΔ=17°32'50"
TS=1084.45

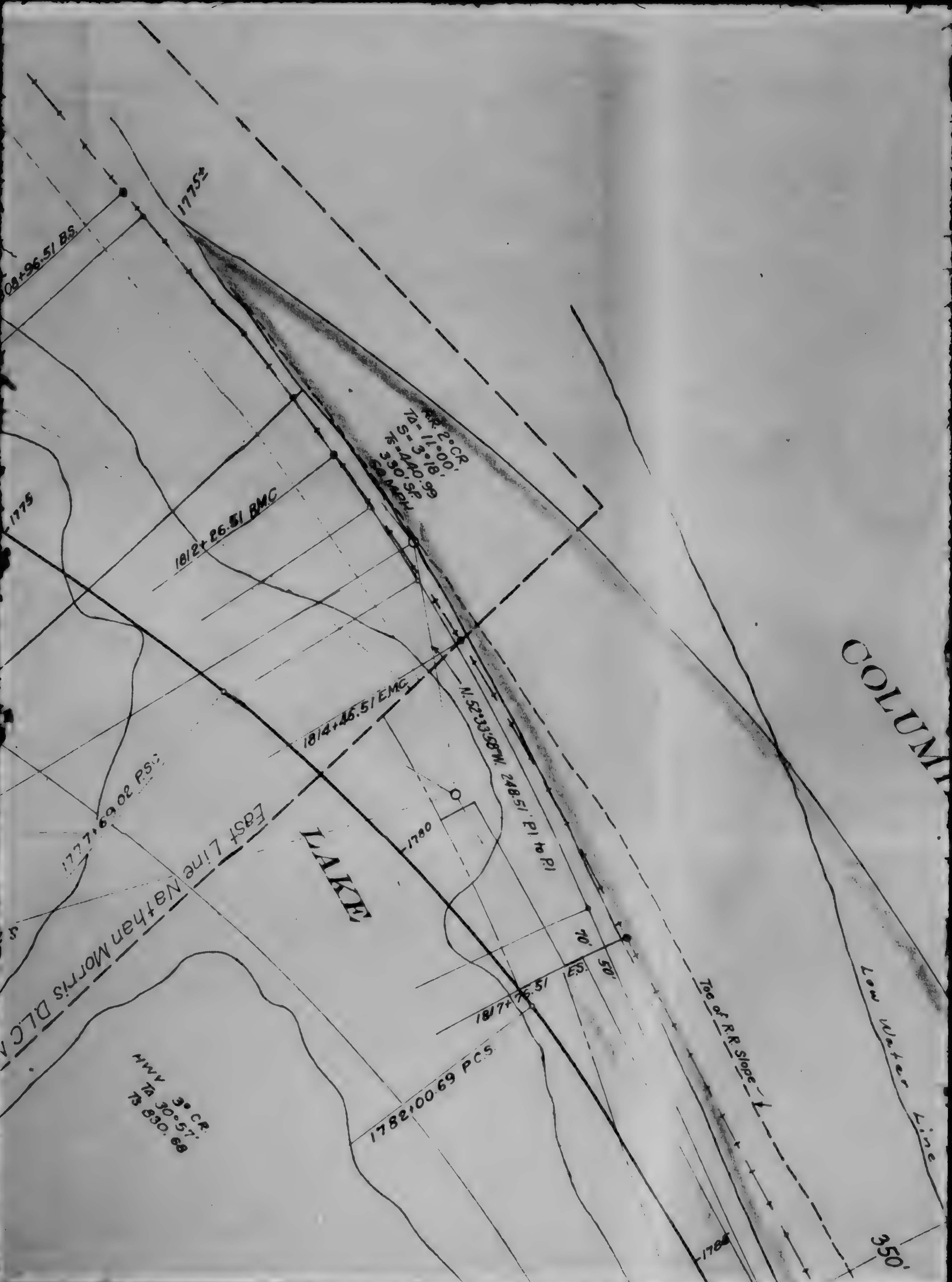
1812+44.82 P.S.C.
1849+22.46 B.M.C.
R.R. 1°CR
Δ 5°10'20"
T = 416.32'
S = 1°34'30"
315' S.P.
75 M.P.H.
1851+24.68 E.M.C.
1814+91.35 P.C.S.
1815
Slope Easement Line
1854+39.68 E.S.
S 34°01'10" E.
S 34°01'10" E.
Toe of Slope
1818+91.35 RT.
1820
1820+28.66 P.S.
10'
50'
1857+52.13 B.S.
R.R. R/W Line
Existing R.R. ℄
Encroachment Line
HWY 400' SP
S = 2°00'
0.25
1824+28.66 PSC
Line
ine

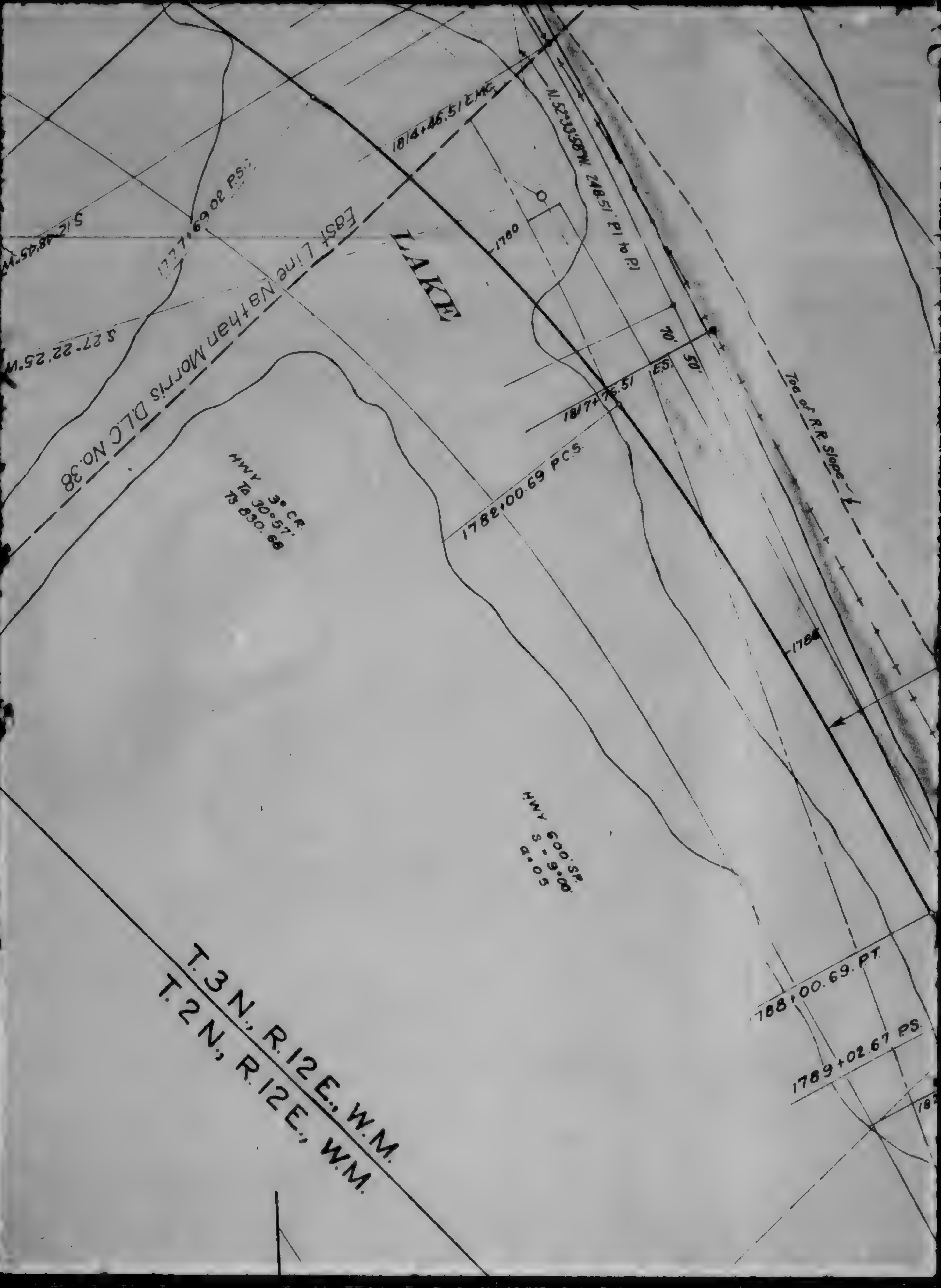

1802+77.00 P.C.S.
1839+79.12 E.M.E.
oachment Line
HWY 500' S.P.
S=6'45'
a=0.5
ting R.R.
Relocated Hwy
1805
1843+81.12 E.S.
1807+77.00 P.T.
S 39°11'30" E
1808+44.82 P.S.
S 39°11'30" E
1846+07.46 B.S.
1810
1812+44.82 P.S.C.
1849+22.46 B.M.C.
R.R. 1°C.R.
Ta 5°10'20"
Ts=416.32'
S=1°34'30"
315' S.R.
75 M.P.H.
1851+24.68 F.M.C.

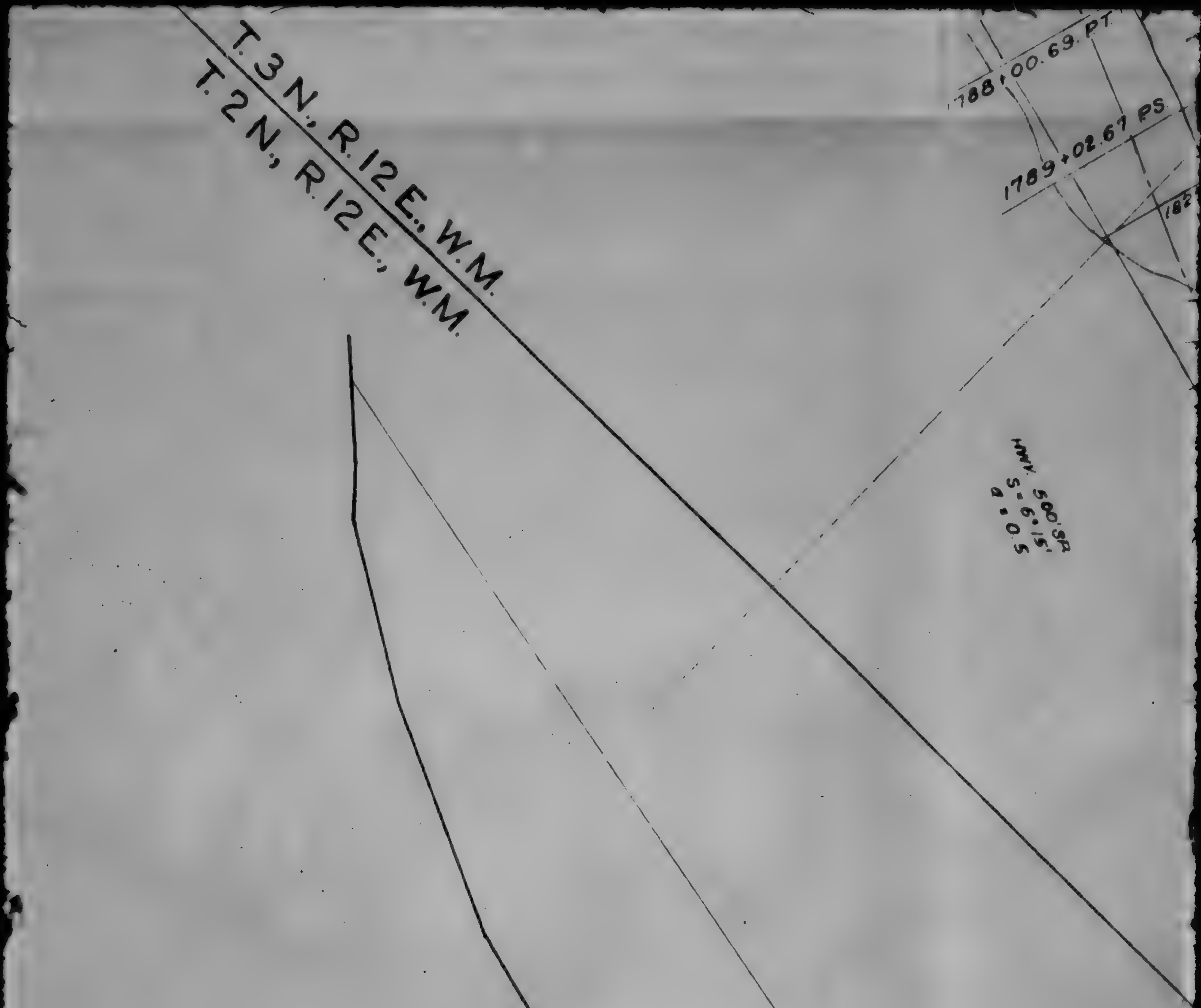

25+47.52 BS
1798
A
A
30'
50'
Slope Easement Line
Slope Encroachment Line
1829+49.52 BMC.
1794+02.67 PSC.
1795
B
B
RIVER
Normal High Water Line
Toe of R.R. Slope
Relocated RR ℄
Encroachment Line
Exist RR ℄
Hwy ℄
RR R/W Line
Hwy R/W Line
RR 2°24' CR
Δ= 34°21'30"
S= 4°49'26.4"
T= 940.04'
402.36'
60 MPH.
HWY 2°30' CR
Δ 34°21'30"
T 959.83
1800
elocated RR.

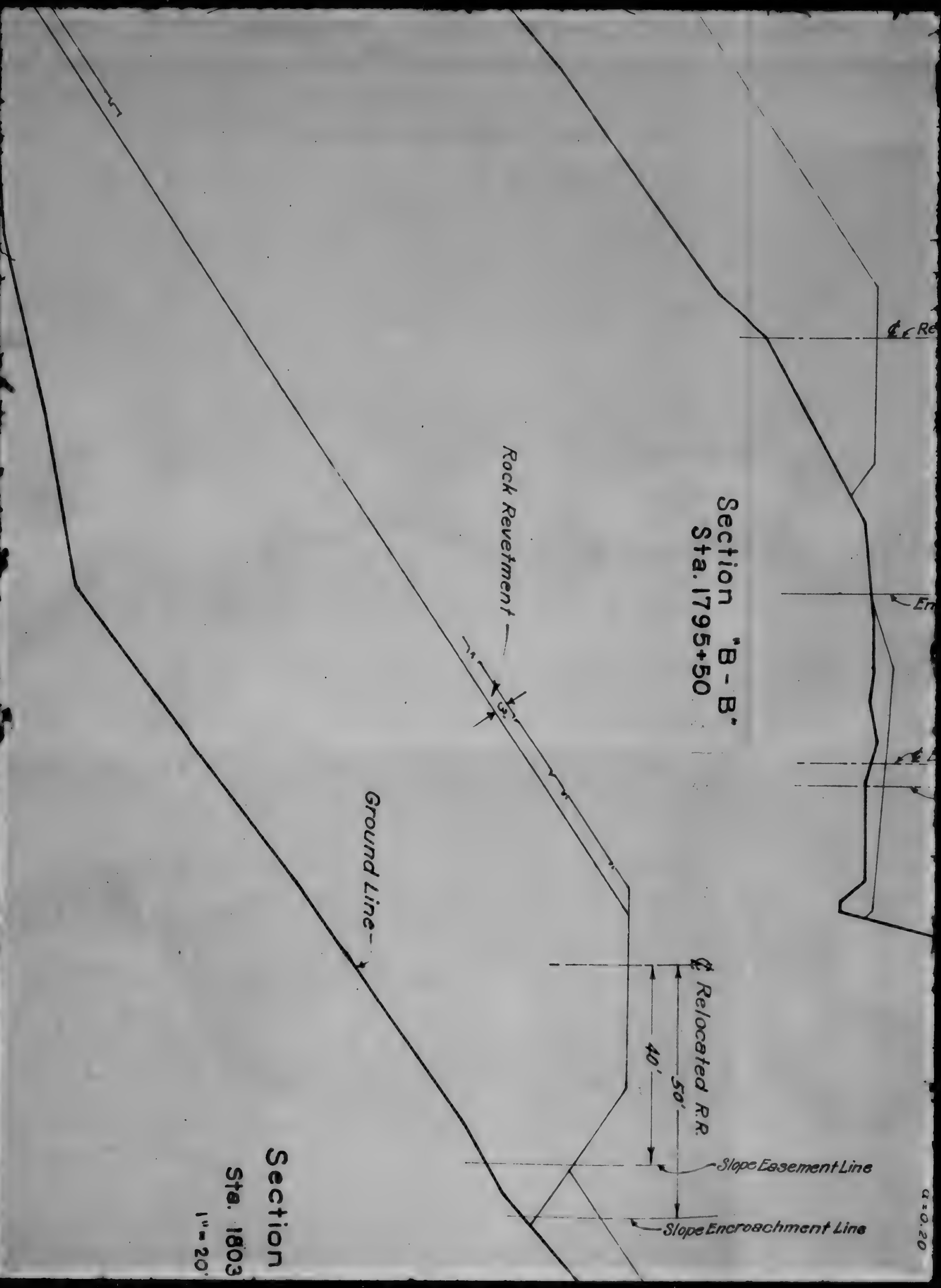

OLUMBIA
Low Water Line
350'
73°33'E.
73°33'E
47.52
85
1790
A
30'
50'

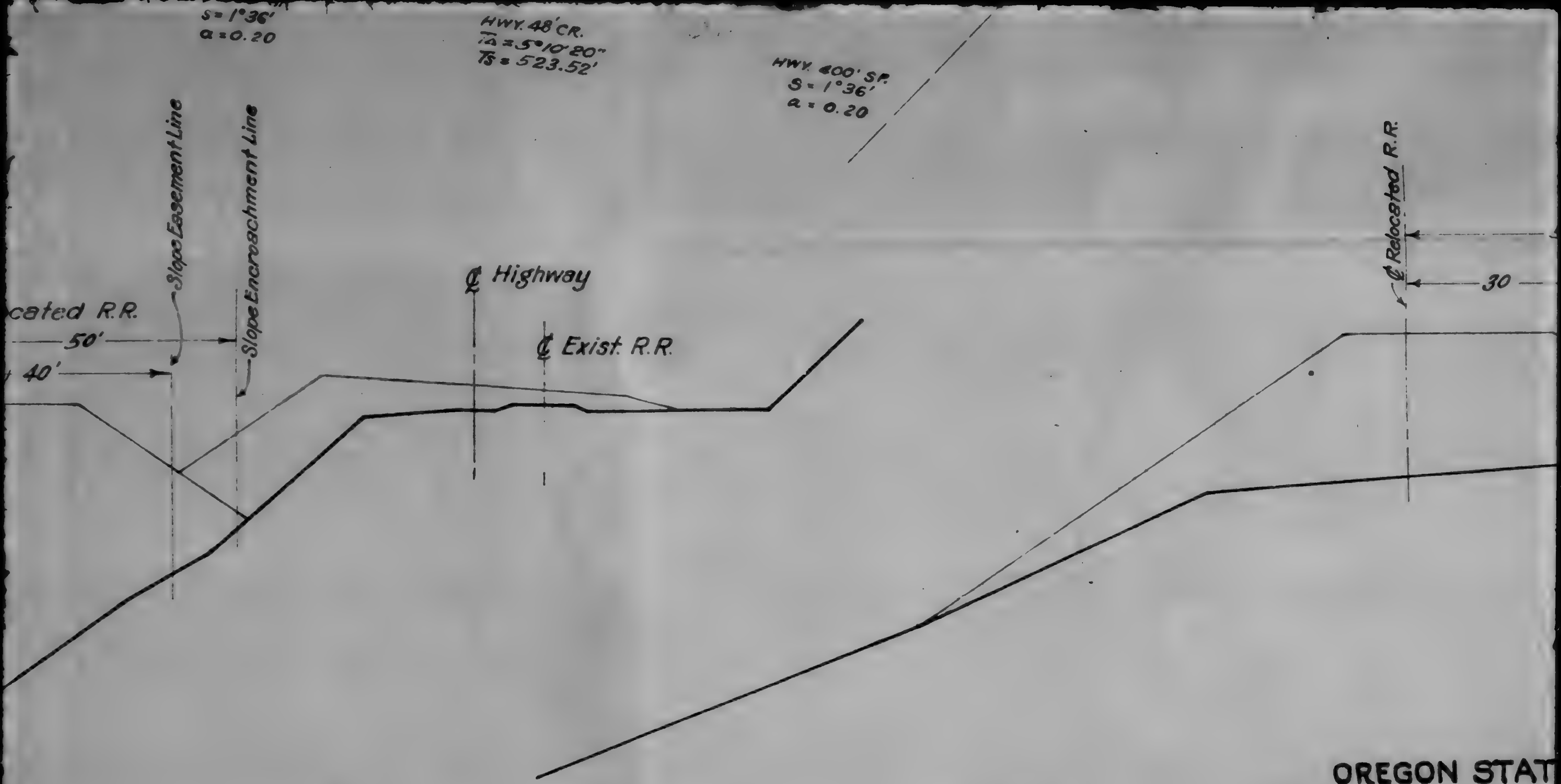

OLUMBIA
Low Water Line
350


08+96.51 BS.
1775±
1775
R.R. 2°CR.
Δ-11°00'
S-3°18'
Ts-240.99
330' S.P.
60 MPH
1812+26.51 BMC
1814+46.51 EMC
N.52°33'58"W. 248.51' P.I. to P.I.
1777+69.02 P.S.C.
East Line Nathan Morris DLC N
LAKE
1780
S
70'
50'
E.S.
1817+75.51
1782+00.69 P.C.S.
HWY 3° CR.
Δ 30°57'
Ts 830.68
Toe of R.R. Slope
Low Water Line
COLUM
1785
350'


1814+46.51 E.M.C.
N.52°33'08"W. 248.51' P.I. to P.I.
1777+69.02 P.S.
S.12°48'45"W.
S.27°22'25"W.
East Line Nathan Morris D.L.C. No. 38
LAKE
1760
70'
50'
E.S.
1817+76.51
1782+00.69 P.C.S.
HWY 3° C.R. Ta 30°57' Ts 830.68
Toe of R.R. Slope
1786
HWY 600' SP. S - 9.00 a.05
1788+00.69 P.T.
1789+02.67 P.S.
T.3 N., R.12 E., W.M.
T.2 N., R.12 E., W.M.

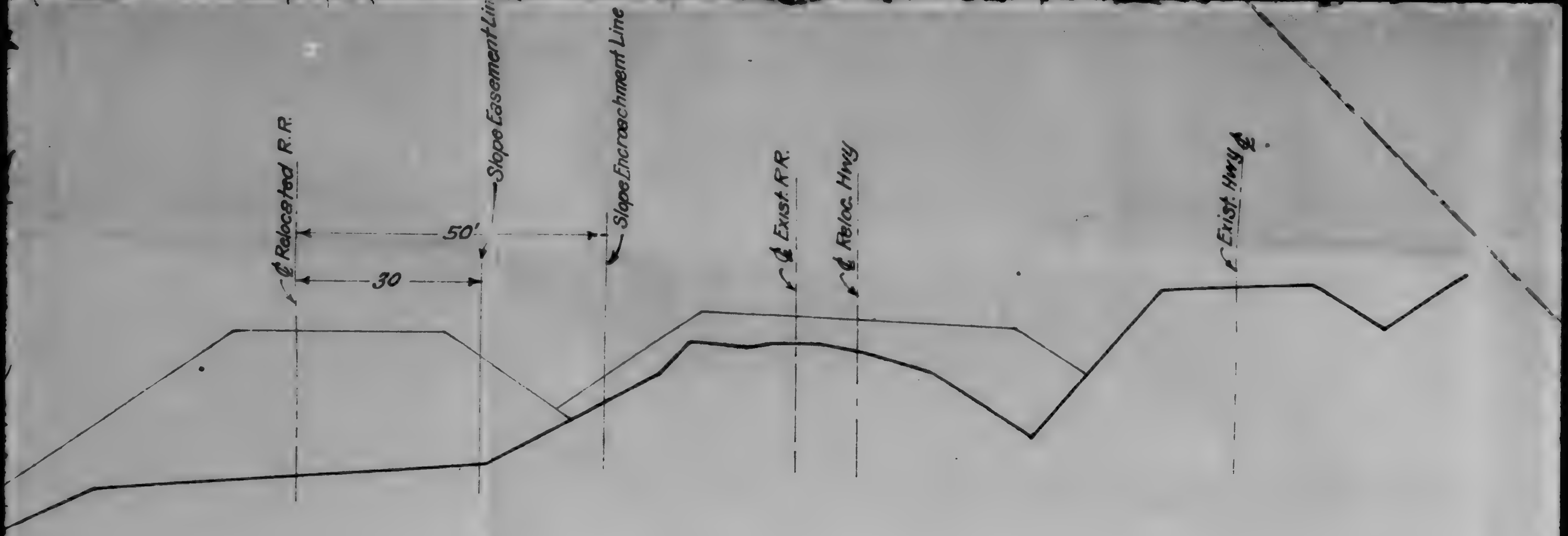

T.3 N., R.12 E., W.M.
T.2 N., R.12 E., W.M.
1788+00.69 P.T.
1789+02.67 P.S.
182
HWY. 500 SR
S=6'15'
a=0.5
℄ Re


Section "B-B"
Sta. 1795+50
℄ Re
En
Rock Revetment
3'
Ground Line
℄ Relocated R.R.
50'
40'
Slope Easement Line
Slope Encroachment Line
Section
Sta. 1803
1" = 20'
a=0.20

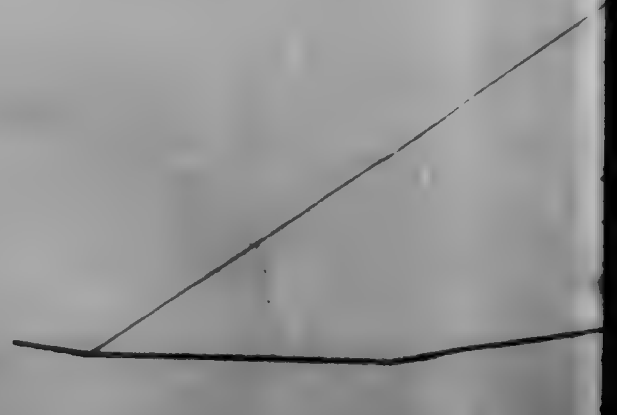

S=1°36'
a=0.20
HWY. 48' CR.
Δ=5°10'20"
Ts=523.52'
HWY. 400' SP.
S=1°36'
a=0.20
cated R.R.
50'
40'
Slope Easement Line
Slope Encroachment Line
℄ Highway
℄ Exist. R.R.
℄ Relocated R.R.
30

Section "C-C"
Sta. 1803+00
1"=20'

OREGON STAT
L
ROWENA T
ENCROACHM
COLUMBIA
Scale 1"=100
D


℄ Relocated R.R.
50'
30
Slope Easement Line
Slope Encroachment Line
℄ Exist. R.R.
℄ Reloc. Hwy
Exist. Hwy ℄

Section "A-A"
Sta. 1791+00



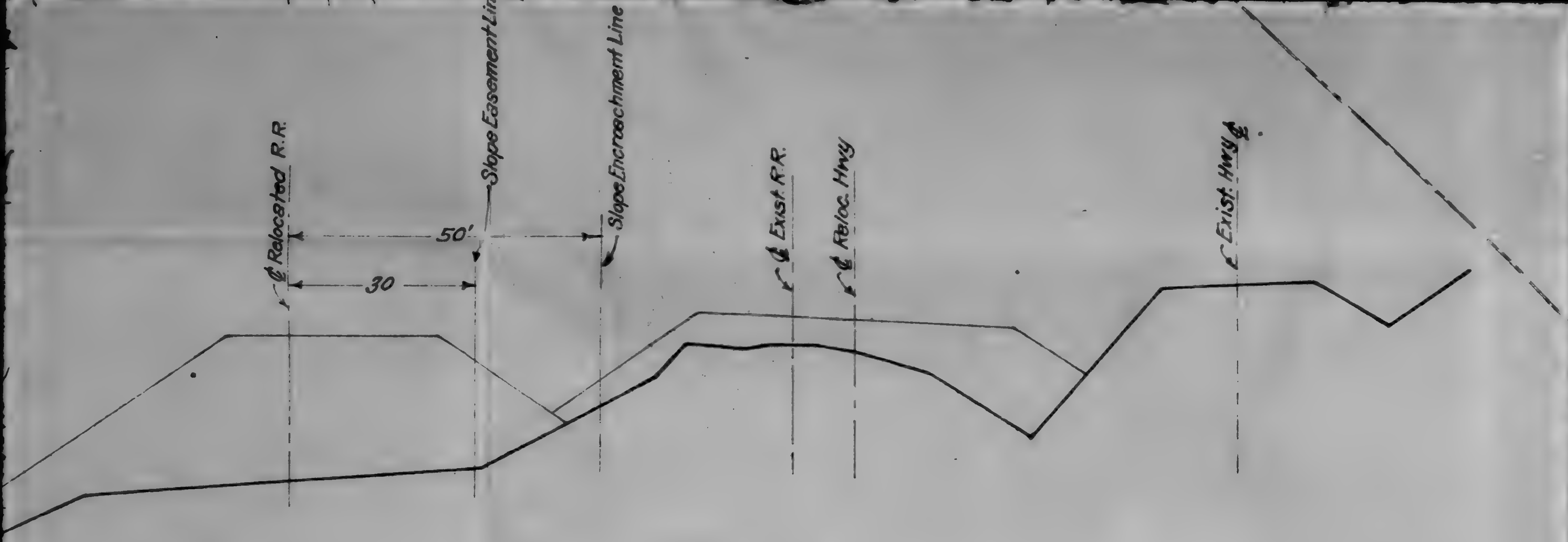
OREGON STATE HIGHWAY COMMISSION
Located Line

ROWENA TUNNEL SECTION

ENCROACHMENTS ON U.P.R.R. PROPERTY

COLUMBIA RIVER HIGHWAY

Scale 1"=100
Jan. 1952
Rev. Mar. 1952
Apr. 1952


℄ Relocated R.R.
Slope Easement Line
Slope Encroachment Line
50'
30
℄ Exist. R.R.
℄ Reloc. Hwy
Exist. Hwy ℄

Section "A-A"
Sta. 1791+00

OREGON STATE HIGHWAY COMMISSION
Located Line

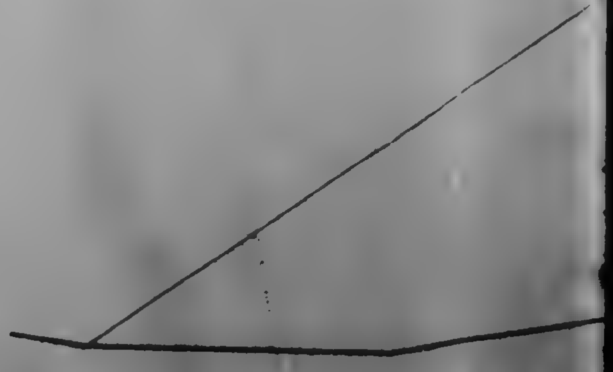
ROWENA TUNNEL SECTION

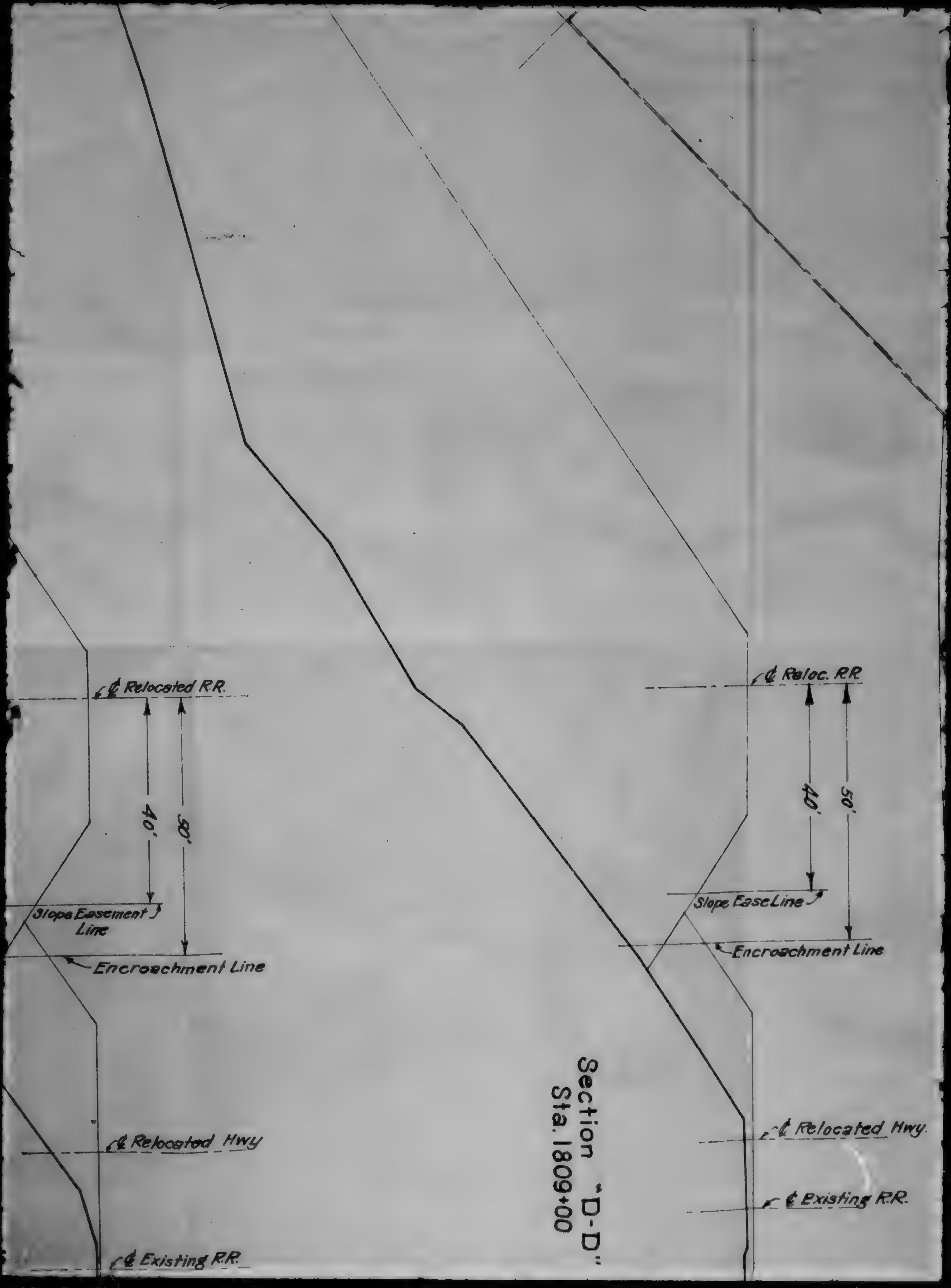
ENCROACHMENTS ON U.P.R.R. PROPERTY

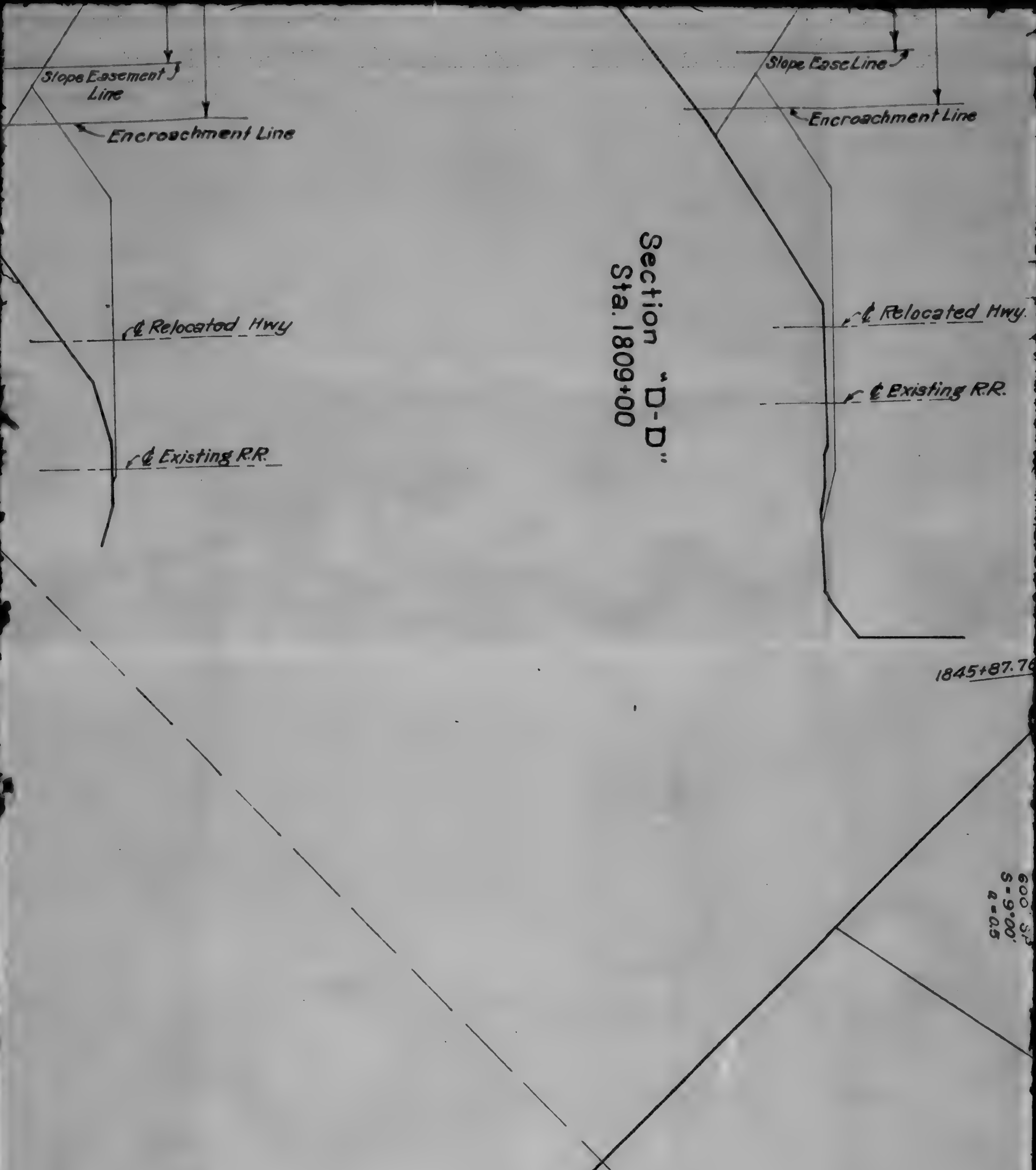
COLUMBIA RIVER HIGHWAY

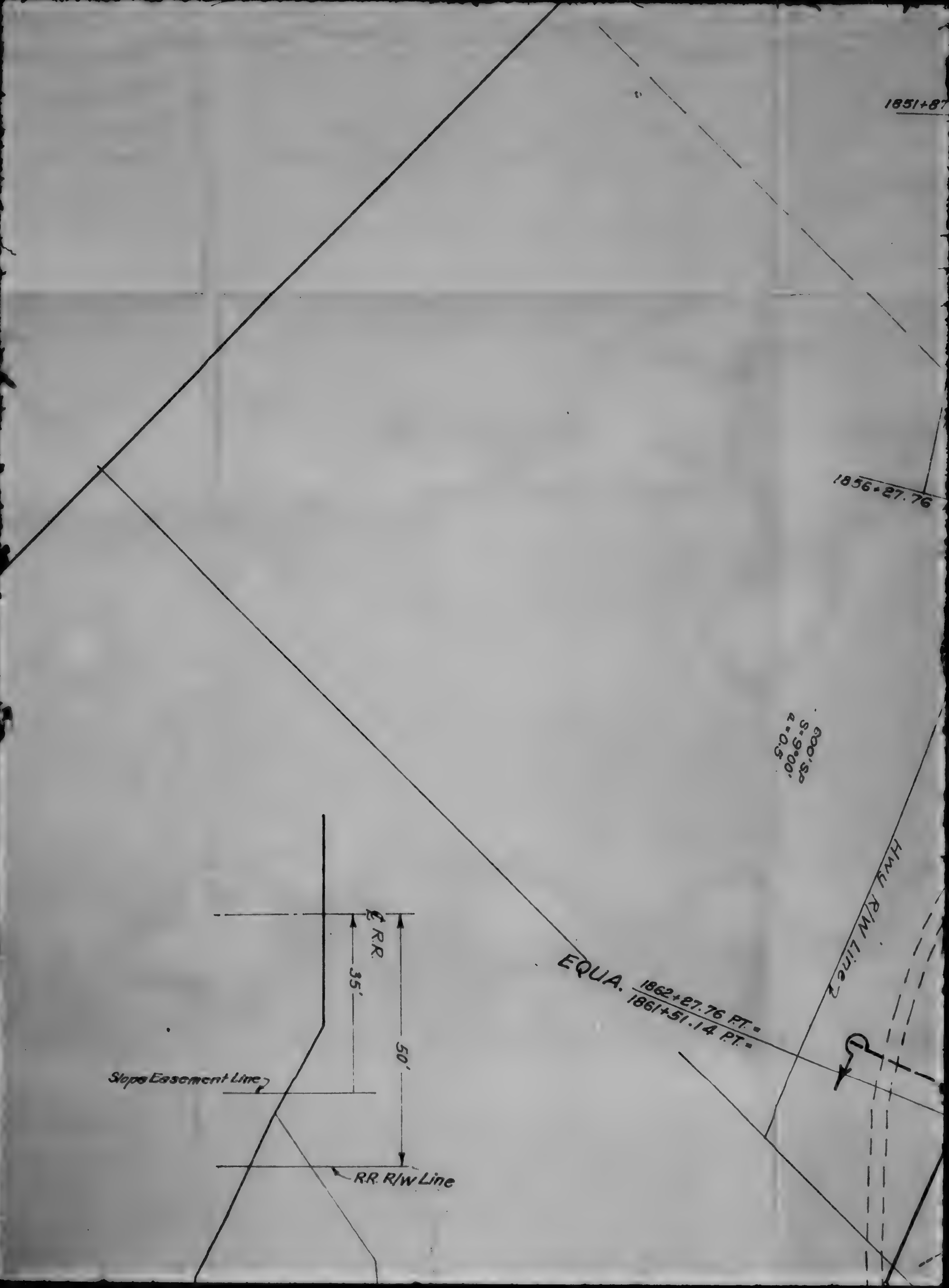
Scale 1"=100

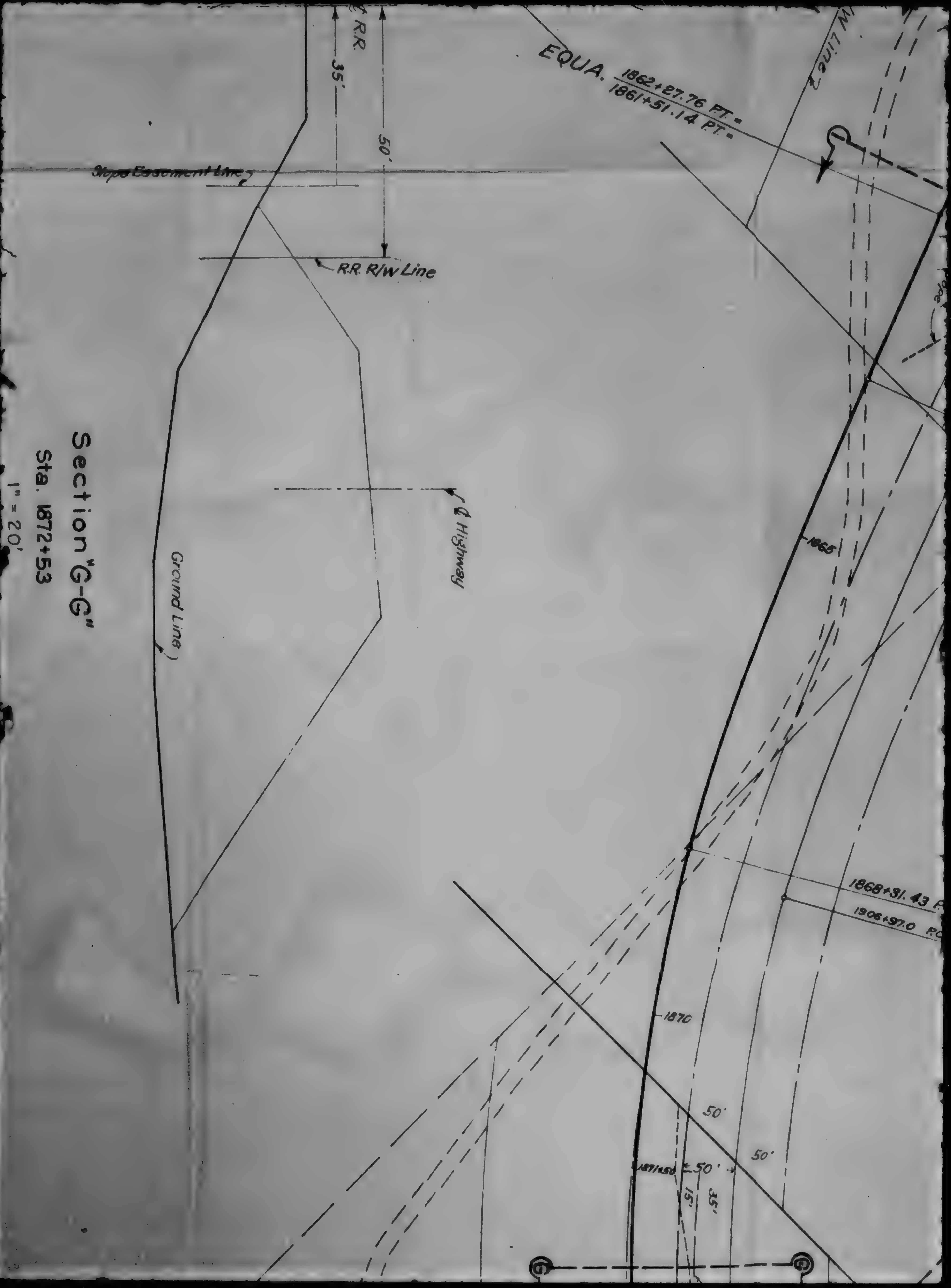
Jan. 1952
Rev. Mar. 1952
Apr. 1952

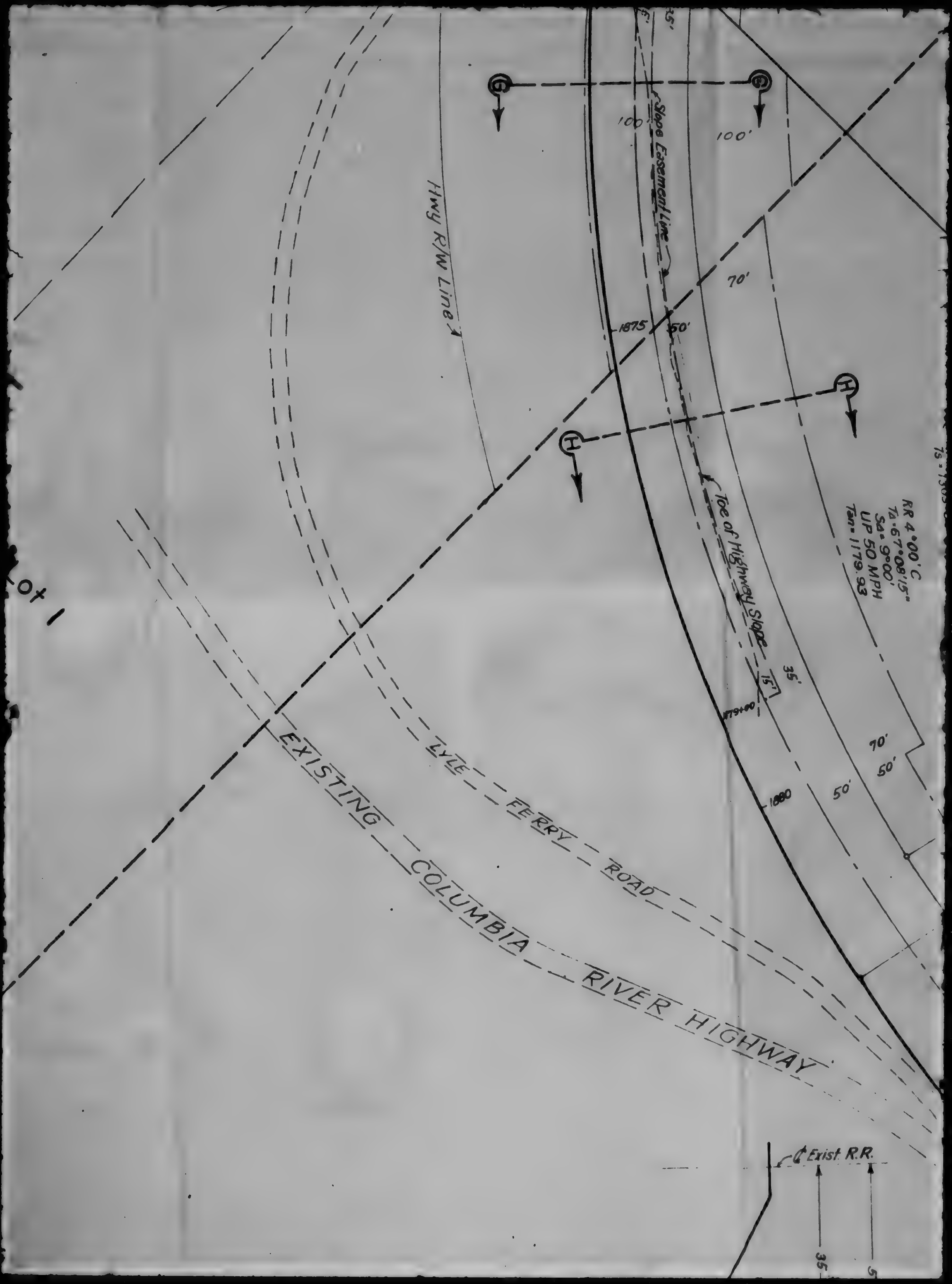


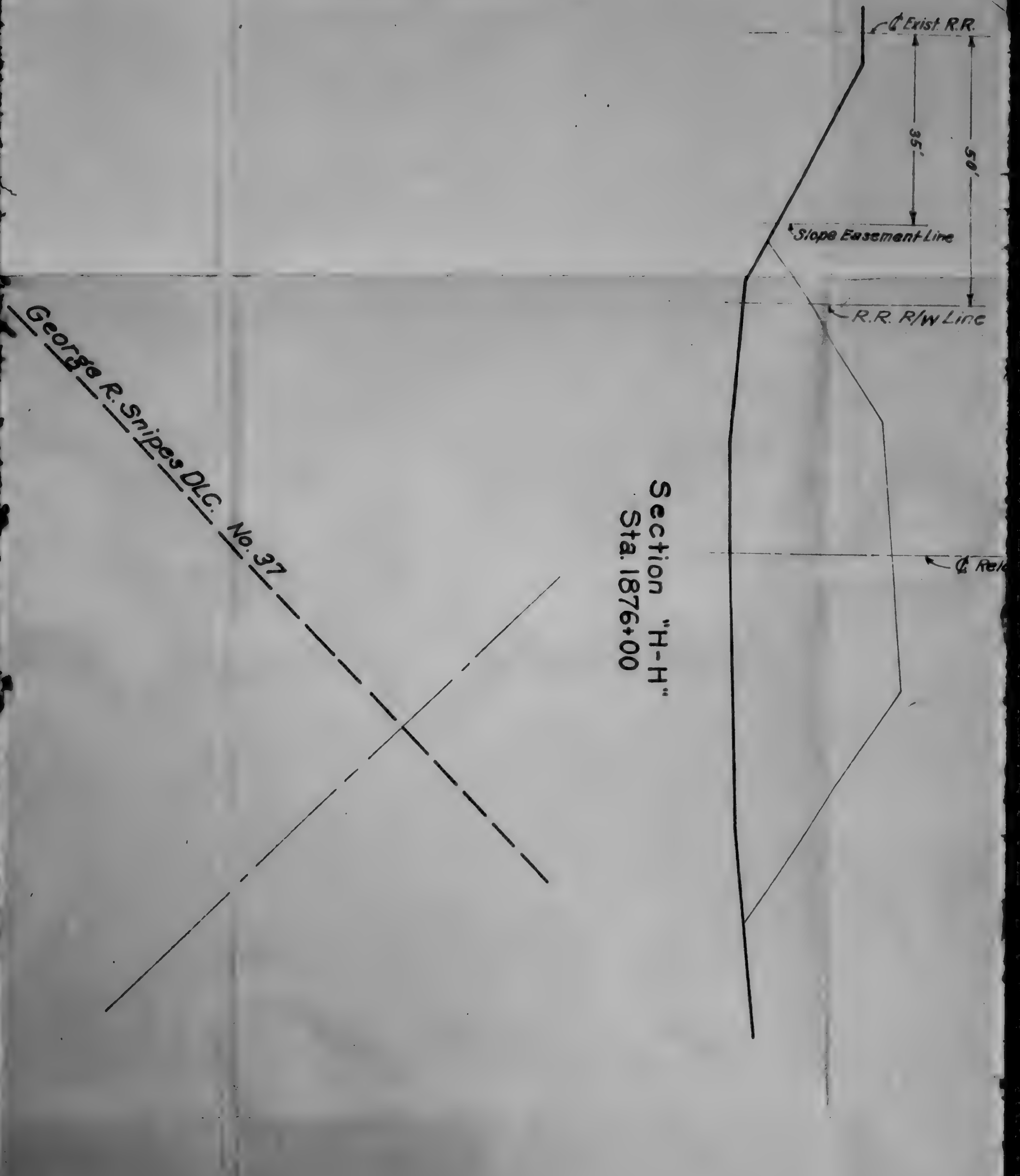

℄ Relocated R.R.
40'
50'
Slope Easement Line
Encroachment Line
℄ Relocated Hwy
℄ Existing R.R.
℄ Reloc. R.R.
40'
50'
Slope Ease Line
Encroachment Line
℄ Relocated Hwy.
℄ Existing R.R.
Section "D-D"
Sta. 1809+00


Slope Easement Line
Encroachment Line
℄ Relocated Hwy
℄ Existing R.R.
Section "D-D"
Sta. 1809+00
Slope Ease Line
Encroachment Line
℄ Relocated Hwy.
℄ Existing R.R.
1845+87.76
600' SP
S-9°00'
e-0.5
1851+87.7


1851+87
1856+27.76
600' SP
S=9°00'
e=0.5
Hwy R/W Line
℄ R.R.
35'
50'
Slope Easement Line
R.R. R/W Line
EQUA. 1862+27.76 P.T. = 1861+51.14 P.T. =

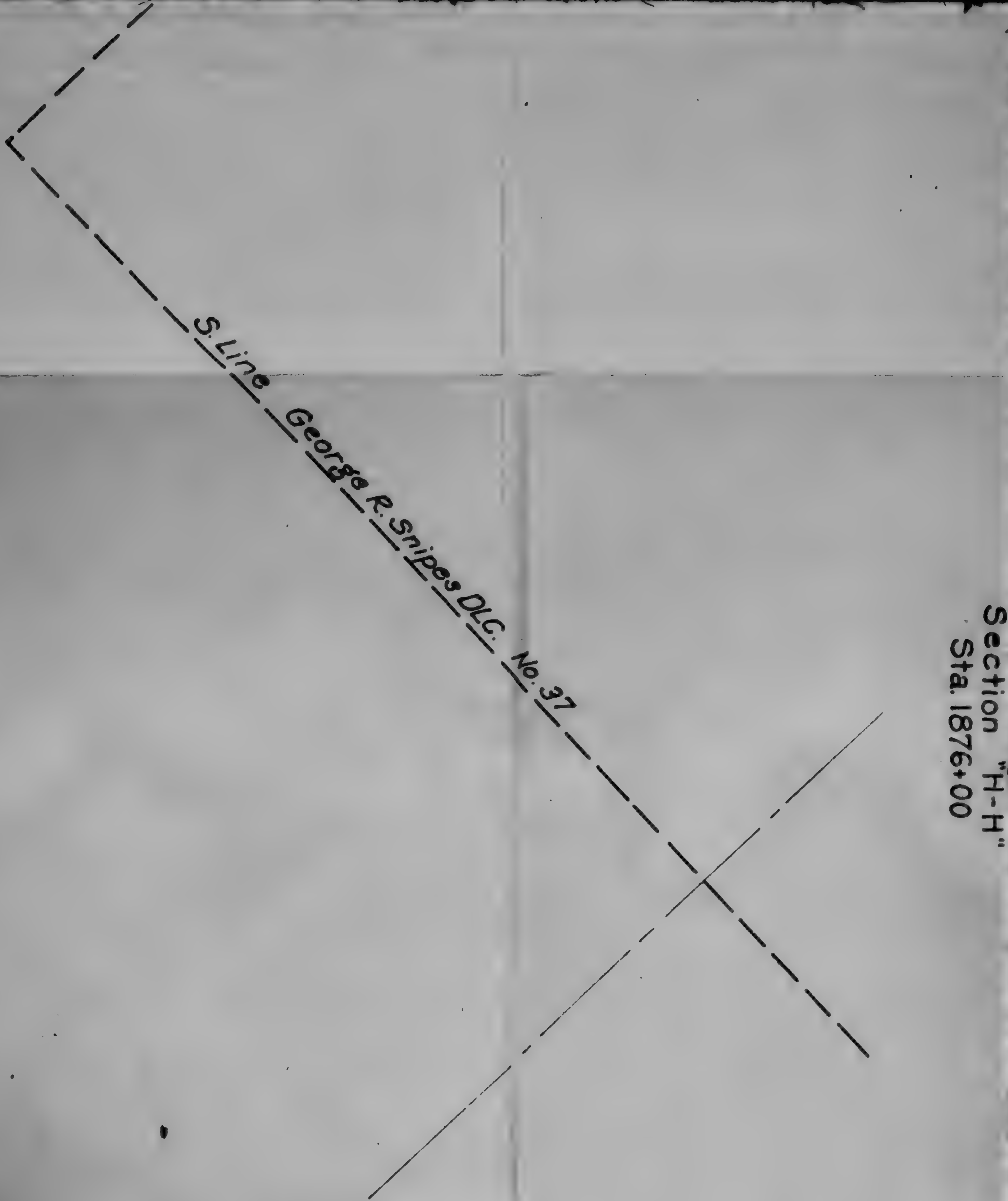

℄ R.R.
35'
50'
Slope Easement Line
R.R. R/W Line
℄ Highway
Ground Line
Section "G-G"
Sta. 1872+53
1" = 20'
EQUA. 1862+27.76 P.T. = 1861+51.14 P.T. =
R/W Line
1865
1868+31.43 P.
1906+97.0 P.C
1870
50'
50'
1871+50
50'
15'
35'
G
G


G
G
100'
100'
Slope Easement Line
Hwy R/W Line
70'
1875
50'
H
H
Toe of Highway Slope
RR 4°00' C
Ta=67°08'15"
Sa=9°00'
UP 50 MPH
Tan=1179.93
75-1305
Lot 1
35'
15'
1879+00
70'
50'
1880
50'
LYLE FERRY ROAD
EXISTING COLUMBIA RIVER HIGHWAY
℄ Exist. R.R.
35
5

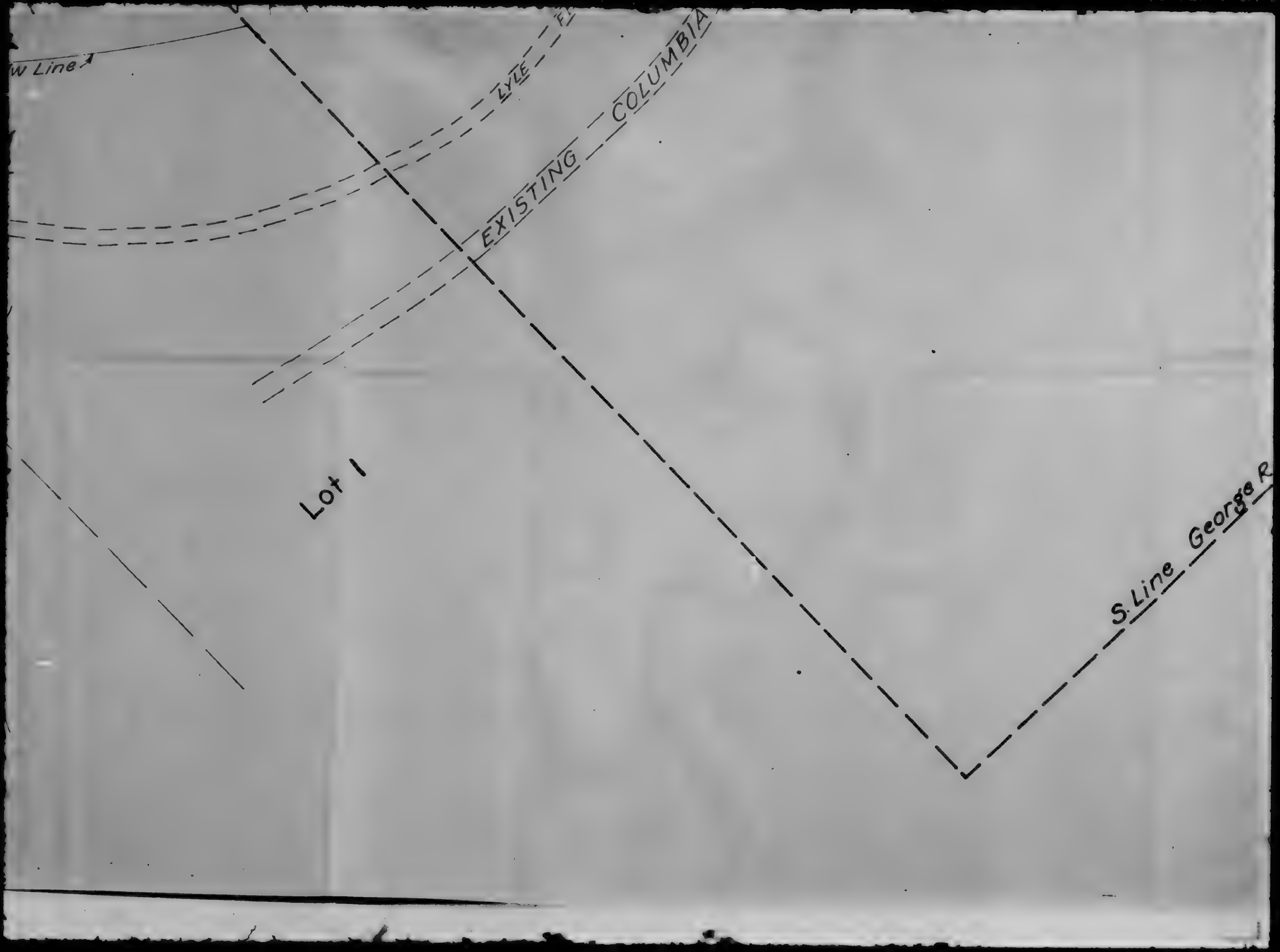


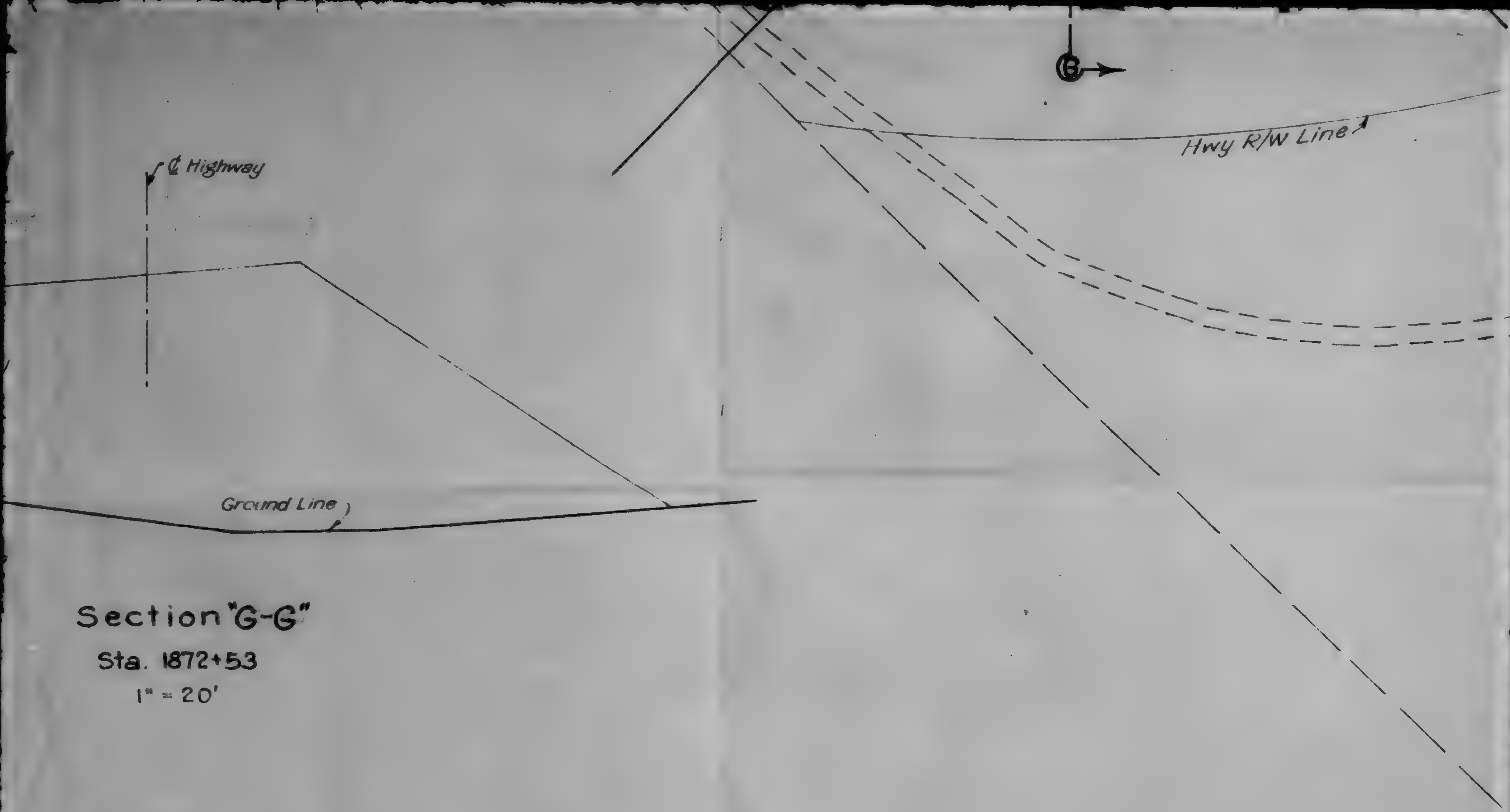
Section "H-H"
Sta. 1876+00

℄ Exist. R.R.
35'
50'
Slope Easement Line
R.R. R/W Line
℄ Rel
George R. Snipes DLC. No. 37

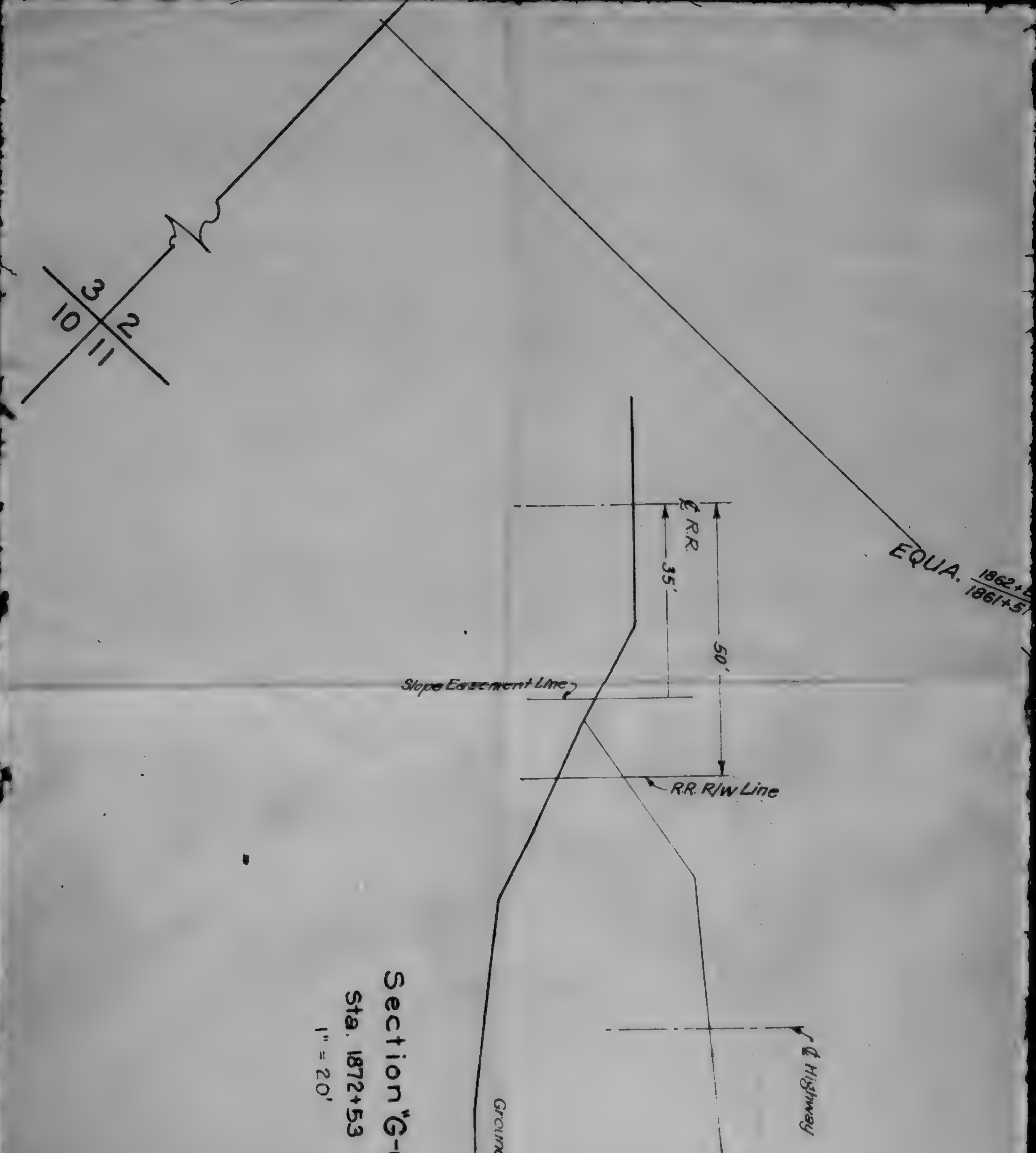


S. Line George R. Snipes D.L.C. No. 37
Section "H-H"
Sta. 1876+00

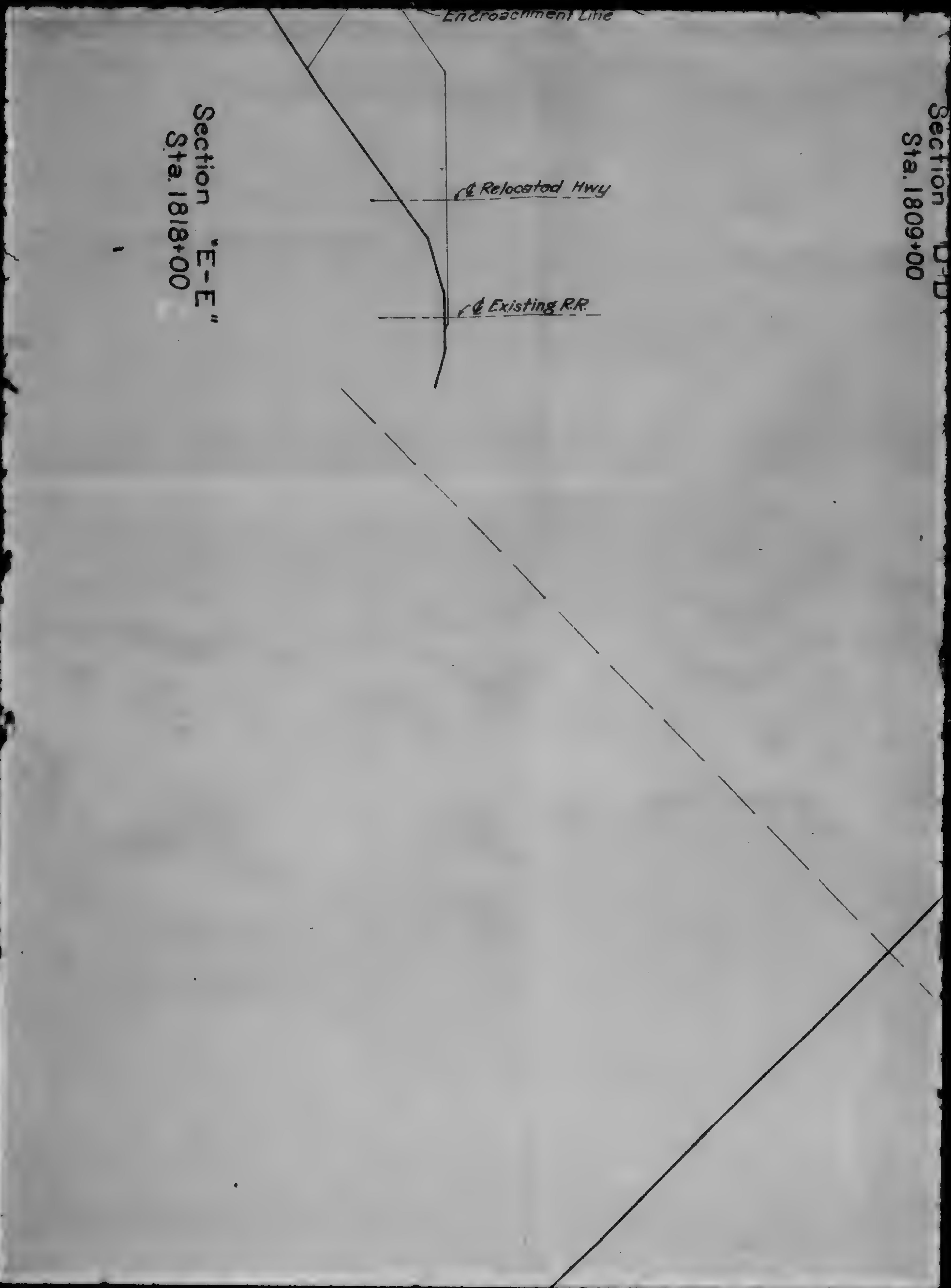

w Line
LYLE
EXISTING COLUMBIA
Lot 1
S. Line George R


℄ Highway
Hwy R/W Line
Ground Line
G

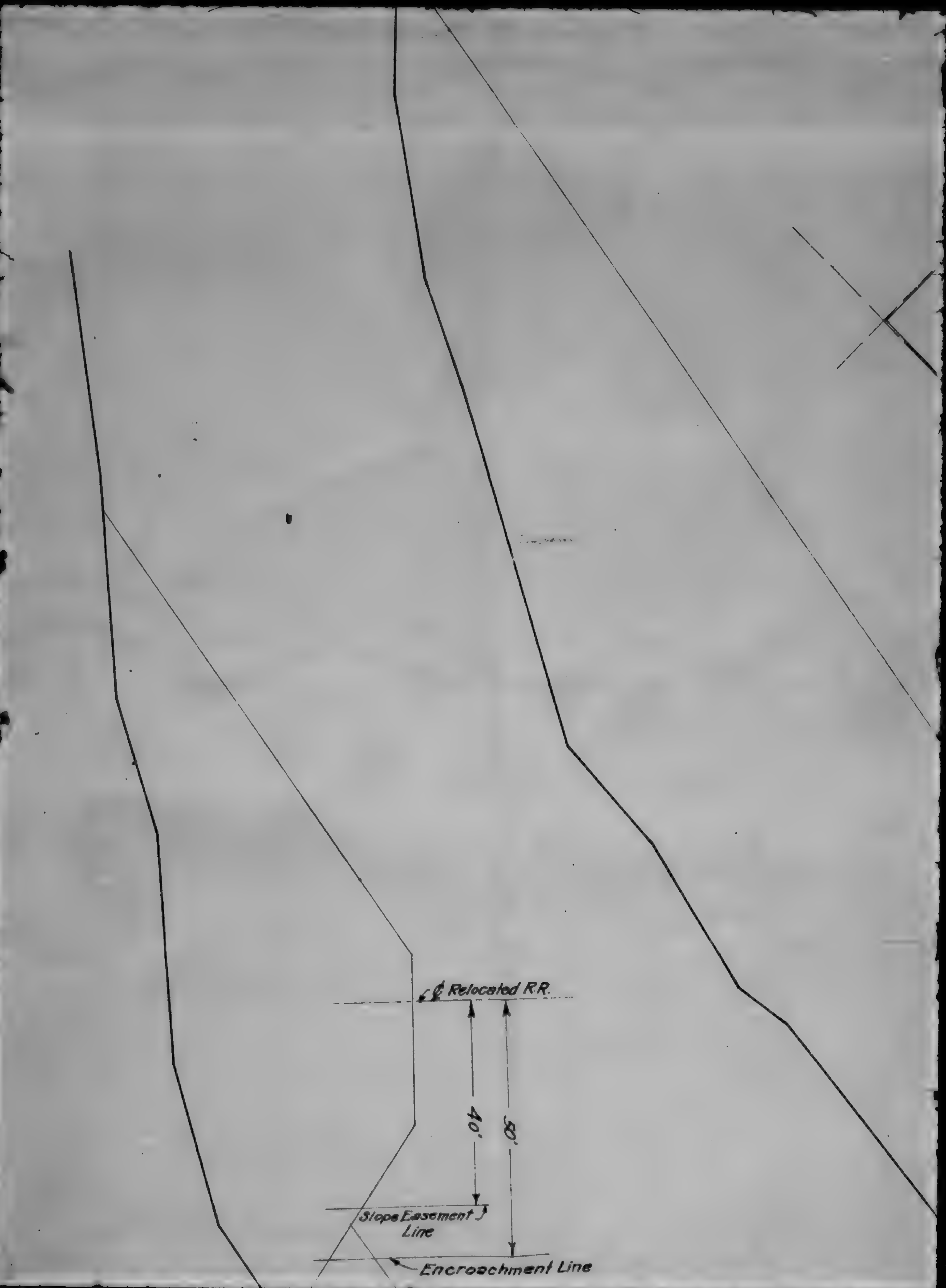
Section "G-G"
Sta. 1872+53
1" = 20'

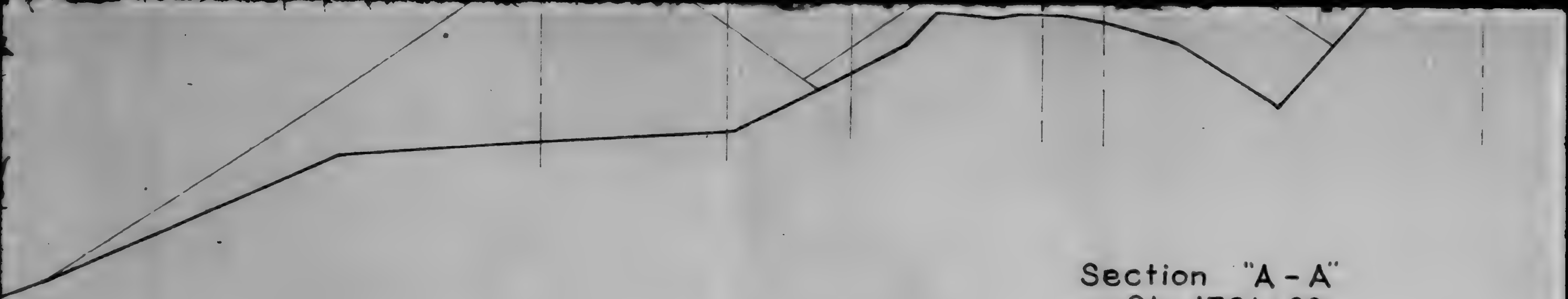

3
10
2
11
EQUA. 1862+
1861+5
℄ R.R.
35'
50'
Slope Easement Line
R.R. R/w Line
℄ Highway
Ground Line

Section "G-G"
Sta. 1872+53
1" = 20'



Encroachment Line
℄ Relocated Hwy
℄ Existing R.R.
Section "E-E"
Sta. 1818+00
Section "D-D"
Sta. 1809+00


℄ Relocated R.R.
40'
50'
Slope Easement Line
Encroachment Line



Section "A - A"
Sta. 1791+00

OREGON STATE HIGHWAY COMMISSION
Located Line

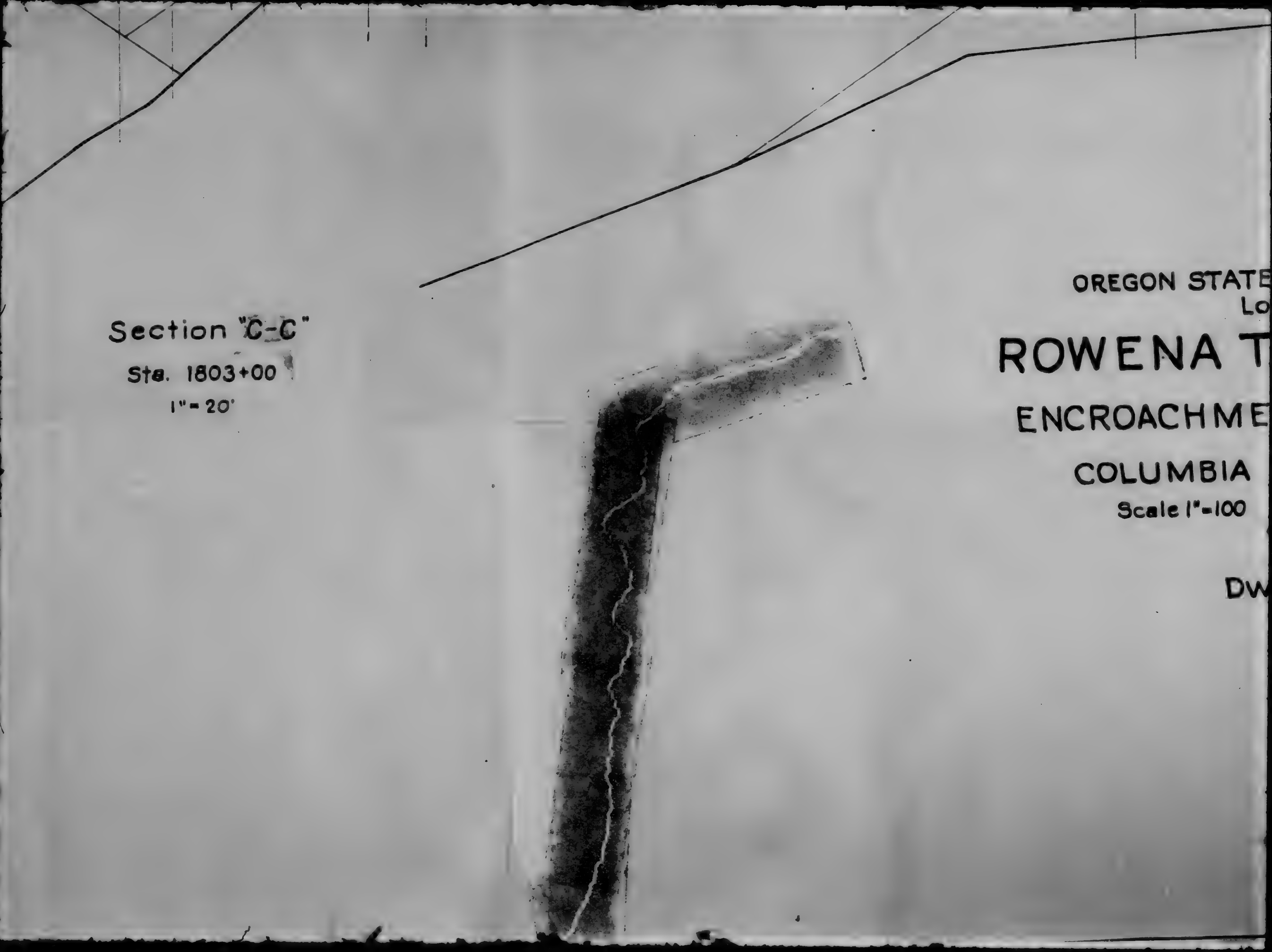
ROWENA TUNNEL SECTION

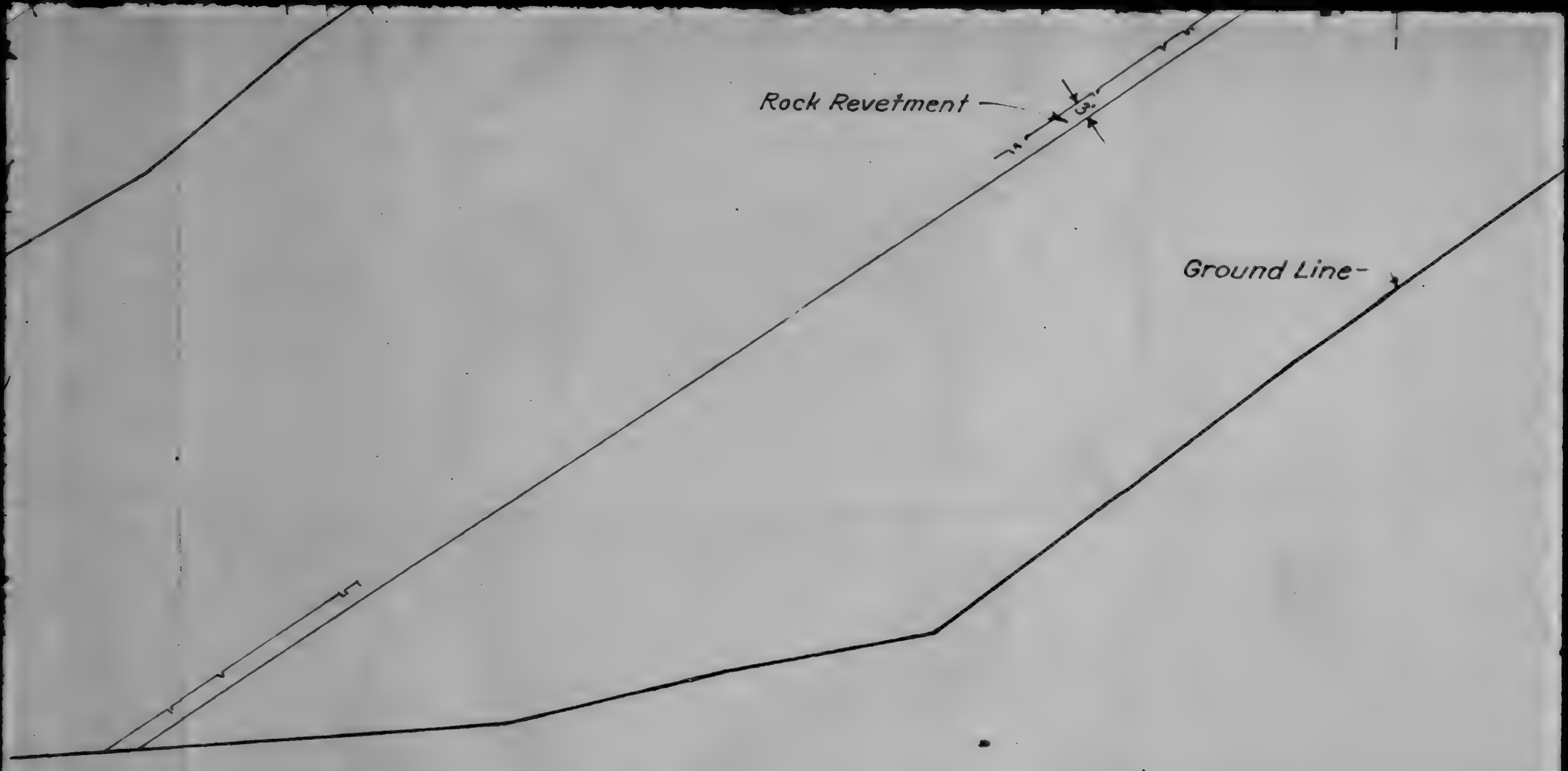
ENCROACHMENTS ON U.P.R.R. PROPERTY

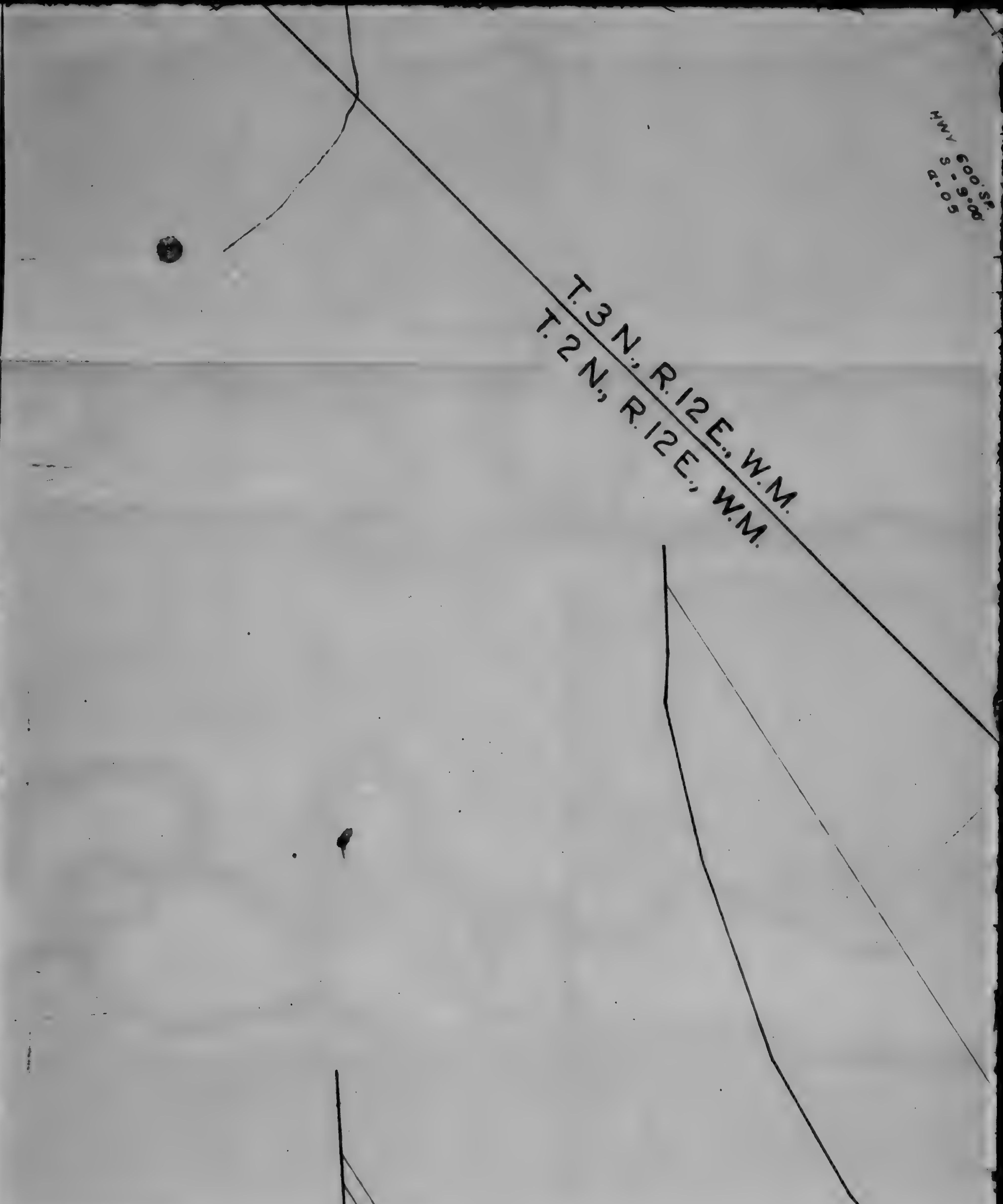
COLUMBIA RIVER HIGHWAY

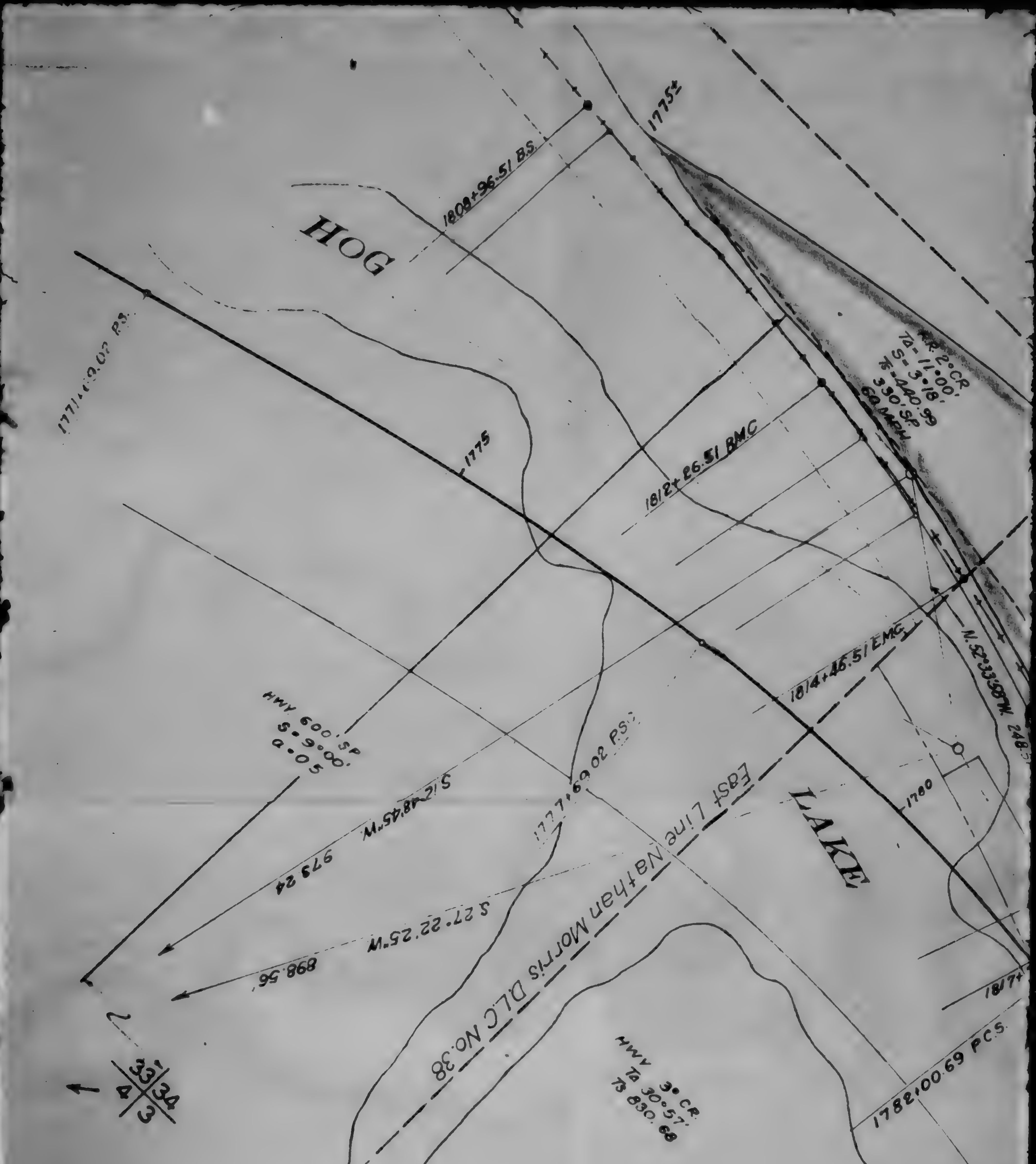
Scale 1"=100
Jan. 1952
Rev. Mar. 1952
Apr. 1952

DWG. NO. 7B-11-10


Section "C-C"
Sta. 1803+00
1" = 20'
OREGON STATE
Lo
ROWENA T
ENCROACHME
COLUMBIA
Scale 1"=100
DW


Rock Revetment
3'
Ground Line


T. 3 N., R. 12 E., W.M.
T. 2 N., R. 12 E., W.M.
HWY 600.SP.


HOG
LAKE
1775±
1808+96.51 B.S.
1771+69.02 P.S.
1775
1812+26.51 BMC
R.R. 2° CR
Tα= 11°00'
S= 3°18'
T= 440.99
330' SP
60 MPH
N.52°33'30"W. 248.5
1814+46.51 EMC
HWY 600' SP
S= 9°00'
a= .05
S.12°48'45"W
973.24
1777+69.02 P.S.
East Line Nathan Morris DLC No.38
S.27°22'25"W
898.56'
1760
1817+
1782+00.69 P.C.S.
HWY 3° CR
Tα 30°57'
T3 830.68
33 34
4 3

BFI-35(7) Shogren-Rowena Unit, Mosier- 1952
The Dalles Sec., Columbia River
#3793 Hwy. Folder # 2

[illegible] 35(7)

3193

RECEIVED
1960
FOR FILING

Salem, Oregon March 2, 1960

STATE OF OREGON

To Union Pacific Railroad Co., Omaha 2, Nebraska, Dr.

Project Mosier-Rowena

Highway Comm. Agreement No. 398

Sub-Division No.

Ry. Company's Agreement No. Audit 78701

Estimate No. 3 Post Final

Period Covered See Note

Prefix & Acct. No. 33-1031-285

Item	Total Amount to Date	Previous Amount	Present Amount
Bill 675031	43,521.62	43,521.62	-0-
Bill 675033	113,508.65	113,508.65	-0-
Final Est. Deduction per Audit	-1,760.48	-1,760.48	-0-
Bill 857558	18,786.75	-0-	18,786.75
Note: This bill is for maintenance work as per original agreement.			
Maintenance period ended 11-21-58. Work paid for by this bill was authorized by S.F.O.			
dated 9-19-58 and was done 9-23-59 to 10-21-59.			
Totals	174,056.54	155,269.79	18,786.75
Retained -0- %	-0-	-0-	-0-
Total Payments	174,056.54	155,269.79	18,786.75

Pay This Estimate $ 18,786.75

Computed by ______ Checked by ______

Approved Field Engr. ______

Previous Voucher No. ______

Approved:
CAG
Bridge Office Engineer

FORM 230—50M—8-56—96654

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
February 25, 1960

SUBJECT: Union Pacific Railroad Company
Rehabilitation- Columbia River Hwy.

To:

Mr. Ivan D. Merchant
Bridge Engineer
State Highway Department
Salem, Oregon

Enclosed find approved billing from the Union Pacific Railroad Company for unusual maintenance in rehabilitation of their tracks between Stations 1812 and 1877, Columbia River Highway.

This billing is in line with correspondence between August and October of 1958, whereby estimates were made and authority to the Railroad Company to proceed with the work was given, which authority was to be limited to the amount of $20,000.00. This bill in the amount of $18,786.75 is covered by an order for State Force Work, dated September 19, 1958.

Inasmuch as the five year limitation is now up, I presume this will be the last rehabilitation work at this point.

Dean Swift
DEAN SWIFT
Division Engineer

DS:me
Encls.

To Dean Swift DATE 2-19-60

Herewith 3 copies of U.P.R.R. Co. bill #857558 for work done on Mosier-Rowena Sec. of Columbia Riv Hwy, Sept 23 thru Oct 21 1959. Please forward to appropriate Res. Engr for check & return of all three copies to Bridge Office, Salem.

SIGNED A. C. Mohr

PLEASE REPLY HERE

To ____________________ DATE ____________

SIGNED ____________

NOTE - INDIVIDUAL ORIGINATING CONFIRMATION MEMO RETAINS YELLOW COPY. FORWARDING FIRST AND TRIPLICATE INTACT WITH CARBONS. ADDRESSEE REPLIES, EXTRACTS CARBON; RETAINS TRIPLICATE, RETURNING FIRST PART TO ORIGINATOR OF CONFIRMATION MEMO.

EVAST SALESBOOK COMPANY-PORTLAND

BILL NO. 857558

MONTH'S ACCOUNT 2/1960

JP DEPT. NO. 372

FEB 15 1960

DATE MADE ____________ 19__

Assistant Treasurer, Omaha 2, Nebr.

23
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ated

18786 75

Contract 3793 Awarded 1952
Parker Schram
BFI 35(7)

For further information, address Auditor of General and Station Accounts, U. P. R. R. Co., Omaha 2, Nebraska

7-58-100M

Form 130 A

State of Oregon,
Highway Department,
Salem, Oregon.

BILL NO. 857558

MONTH'S ACCOUNT 2/1960

JF DEPT. NO. 372

FEB 15 1960

DATE MADE __________ 19____

To UNION PACIFIC RAILROAD COMPANY, Dr.

Make checks payable to Union Pacific Railroad Company, and address all remittances to the Assistant Treasurer, Omaha 2, Nebr.

FOR expense incurred by UP RR Co. September 23 through October 21, 1959 to raise, spread ballast, line and surface track between M.P. 73.68 and M.P. 74.96 where fill had settled which was the result of highway relocation work on the Mosier-Rowena section of the Columbia River Highway - Agreement Audit No. 78701, Section 6 (b), dated August 21, 1952. Detail Attached		18786	75

Ok. 2-25-60
Dean Swift Dc Eng
Chg 331031-285

Showgren - Rowena Grading
Contract 3793 Awarded 1952
Parker Schram
BFI 35(7)

For further information, address Auditor of General and Station Accounts, U. P. R. R. Co., Omaha 2, Nebraska

UNION PACIFIC RAILROAD COMPANY

Statement of expense incurred by UP RR Co. September 23 through October 21, 1959 to raise track between M.P. 73.68 and M.P. 74.96, also spread ballast, line and surface track where fill Had settled. This was the result of highway relocation work on the Mosier-Rowena section of the Columbia River Highway - Agreement Audit No. 78701, Section 6 (b), dated August 21, 1952.

September 23 through 30, 1959.	
Labor - Extra Gang No. 2705.	
Foreman - 52 hours	$174.32
Truck Operator - 52 hours	151.71
PTM Operator - 52 hours	146.07
Laborers - 1040 hours	2744.25
Rental of Equipment	
1½ Ton Chevrolet Truck - 5 days	30.00
Power Jack - 5 days	37.50
10 Outfit Cars - Gang's Living Quarters	296.35
1 Revenue Car - Ice Car	23.29
Work Train - September 24 and 30, 1959	
Rental - Diesel No. 1043 - 18 hours - 45 minutes	72.85
Rental - Caboose - 2 days	5.50
Salaries - Trainmen	229.00
- Enginemen	123.02
Trackage - 105 miles traveled	367.50
October 1 through 21, 1959.	
Labor - Extra Gang No. 2705.	
Foreman - 92 hours	294.40
Truck Operator - 96 hours	280.08
PTM Operator - 96 hours	269.68
Laborers - 1779 hours	4694.26
PT Operator - 8 hours	21.97
Rental of Equipment	
1½ Ton Chevrolet Truck - 12 days	72.00
Power Jack - 12 days	90.00
10 Outfit Cars - Gang's Living Quarters	672.26
1 Revenue Car - Ice Car	52.82
Work Train - October 5 and 14, 1959	
Rental - Diesels No. 112 and 1043 - 12 hours	56.02
Rental - Caboose - 2 days	5.50
Salaries - Trainmen	180.74
- Enginemen	97.23
Trackage - 82 miles traveled	287.00

Gravel from Barnhart Pit, Oregon. 55 cars (2585 Cu. Yds.)	$4118.95
Freight 6,721,000 lbs. - Barnhart to The Dalles - 95 miles @ .01¢ Ton Mile	3192.48
Total	$18786.75

FORM E-123 50M REVISED 2-

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
MAY 25 1956
FOR FILING

FF1-3-71
5773
Mr. Williams
6451

May 16, 1956

NOTED
W. C. WILLIAMS

Mr. Kenneth M. Abraham
Attorney at Law
205 Third Street
Hood River, Oregon

Re: Ledbetter Sand and Gravel Company

Dear Ken:

In reply to your letter of May 7, 1956, addressed to Mr. Lindas, this is to advise that it will be satisfactory for the Ledbetter Sand and Gravel Company to place 239.5 cubic yards of 3/4-0 crushed rock in stockpile upon State owned property at the Kobert stockpile site, as requested in your letter.

The Ledbetter Sand and Gravel Company should advise Mr. Sawyer, Highway Department District Maintenance Superintendent at The Dalles, Oregon, when they propose to deliver this material so that Mr. Sawyer may designate the location at the stockpile site for the material to be stockpiled and make measurements of the same.

I am pleased that this matter has been amicably resolved, and I appreciate your cooperation in effecting the same.

Very truly yours,

C. W. ENFIELD
Chief Counsel

CWE:aj
cc - W. C. Williams
Forrest Cooper
Leonard I. Lindas
Robert P. Amacher
J. S. Sawyer

RECEIVED
MAY 17 1956
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E30—50M—11-55—90224

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 4, 1956

SUBJECT: Claim against
Ledbetter Sand & Gravel Co.

To:
Mr. W. C. Williams
Deputy State Highway Engineer

OFFICE

PO 420

NOTED
W. C. WILLIAMS

PLEASE RETURN TO
W. C. WILLIAMS

Reference your assignment No. 6451 dealing with Mr. Enfield's letter of March 16 in which he requests names of possible witnesses to support the State's position with reference to the subject named claim.

1. Mr. A. V. Benedict, Resident Engineer, should be our witness for substantiating the measured amount of gravel removed from Station 1673 in the Mosier-Rowena Unit, Columbia River Highway. Dalles
2. Mr. J. C. Sawyer, District Maintenance Superintendent, can give evidence to the effect that no rock had been removed from the pile from time of purchase until Ledbetter was observed removing same and was stopped. Dalles
3. Mr. Maison of the Accounting Division should designate one of his men to give evidence as to how we arrive at our price of $2.59 per cubic yard, which price is the same as rock is carried at in the Rock Service Account, year 1954. This unit price is determined by averaging the cost of all rock used in this district during the previous year plus a 5% allowance for shrinkage. here
4. Actual cost of the rock purchased from Parker-Schram and subsequently stolen by Ledbetter was $1.75 per cubic yard; with a 5% loss due to shrinkage and inability to recover from the stockpile floor is taken into account. The cost of the rock is then $1.84 per cubic yard.

I recommend that the attorney representing our Legal Department contact the suggested witnesses and work up his case from there.

L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:ep

RECEIVED
APR 4 1956
OFFICE OF
STATE HIGHWAY ENGINEER

ASSIGNMENT

Date: **March 26, 1956** No. 6451 By wcw

Description: **[illegible] Letter of March 16 by Kenneth M. Abraham, Attorney, to Mr. Enfield, and Mr. Enfield's letter of the 16th to WCW. Re claim against Ledbetter Sand and Gravel Company.**

Acknowledged by_____ Referred to Cooper ✓

__Investigate and report with recommendation
XX Such action as necessary and report
__Comment or recommendation
__Return with rough draft of reply
__Prepare reply for signature of Mr.________
__Contact correspondent and report

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

Executed 4-4-56 Report Received________

FORM 230—50M—2-55—62986

PLEASE RETURN TO
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 16, 1956

SUBJECT: Claim against Ledbetter
Sand and Gravel Company

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Enclosed herewith is a copy of a letter received this date from Kenneth M. Abraham, attorney for Ledbetter Sand and Gravel Company, written in response to my letter to Mr. Abraham of March 9, 1956.

Apparently, if we have to litigate this matter, there is going to be two issues raised in the trial. One being the quantity of material taken by Ledbetter Sand and Gravel Company and the other being the value of such material. The State, as plaintiff, must bear the burden of proof as to both the quantity of material and the value of the same, and, before filing a complaint in this matter, I would like to have the opportunity of interviewing the persons who will be witnesses to testify to these two matters and take affidavits from such witnesses.

Mr. Abraham implies that there is a difference of opinion as between department employees in the Hood River area as to the quantity of material removed. Of course, we want to get any differences of opinion that may exist resolved before filing a complaint so that our testimony will be consistent with our allegations in the complaint. I will appreciate your advising me as to the names of Highway Department employees who may have personal knowledge of the quantities of material taken by Ledbetter Sand and Gravel Company so that we may interview them, as well as the names of any Department employees who can appear as witnesses to testify as to the value of the material so that we may interview these persons also.

I anticipate considerable difficulty in establishing the yardage value that we contend in the amount of $2.59 per yard, in light of the purchase price from Parker-Schram Company being considerably less, and to prove the additional elements of cost, such as shrinkage of material in stockpile by waste and engineering overhead, will require careful preparation of our testimony as to the exact nature of these costs and the manner in which they are directly attributable to the material in stockpile, in addition to the cost of the material itself.

Mr. Abraham has obviously not seen fit to suggest any compromise settlement of this case on the basis of either reduced yardage or reduced price per yard; however, if you have any thoughts with respect to a satisfactory settlement in an amount less than $2.59 per yard for 239.5 cubic yards, I would like to have benefit of your suggestions.

CWEnfield
C. W. ENFIELD
Chief Counsel

CWE:jv

Encl.

RECEIVED
MAR 1 [illegible]
LEGAL DEPT.

PARKER & ABRAHAM
ATTORNEYS AT LAW
[illegible] THIRD STREET
HOOD RIVER, OREGON

VAWTER PARKER
KENNETH M. ABRAHAM

TELEPHONE 8531

March 15, 1956

Subject: Ledbetter Sand and Gravel Company

C. W. Enfield
Oregon State Highway Department
Salem, Oregon

Dear Cliff:

I have your letter of March 9, 1956 and have discussed the matter in some detail with Mr. Ledbetter. Mr. Ledbetter still denies that he knowingly took any property belonging to the Oregon State Highway Department and he most emphatically denies taking 239.5 cubic yards. Mr. Ledbetter absolutely refuses to pay for 239.5 cubic yards; however he is interested in settling this matter with the State if it can be done on a reasonable basis. There is as a matter of fact in this area highway department employees who would dispute Mr. J. S. Sawyer, your district maintenance man, in connection with this matter, but hesitate to have their names brought into it because of the position it would place them in. This is a very small matter and if it can be negotiated to a reasonable settlement I think everybody concerned will be better off; however I must advise you that it cannot be settled on the basis of 239.5 cubic yards at the price of $2.59 per yard.

Best personal regards.

Sincerely yours,

Kenneth M. Abraham

Kenneth M. Abraham

KMA/pm

cc: Sam Ledbetter

RECEIVED
APR 19 1956
FOR FILING

FORM B-123 30M REVISED 2-52

COMMISSIONERS
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H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

April 18, 1956

Mr. Kenneth M. Abraham
Parker & Abraham
Attorneys at Law
205 Third Street
Hood River, Oregon

NOTED
W. C. WILLIAMS

Re: Ledbetter Sand and Gravel Co.

Dear Ken:

Upon receipt of your letter of March 15, 1956 concerning the State's claim against the Ledbetter Sand and Gravel Company for the conversion of crushed rock owned by the State Highway Commission, I had a further investigation made of the matter in light of your suggestion that there might be a difference of opinion as between employees of the Highway Department in the Hood River area as to the rock taken. An interview with the persons who have knowledge of the facts concerned in this matter fails to disclose any dispute or difference of opinion, and, if you have knowledge of any facts differing from that which I have previously written to you, I will appreciate being advised of the same.

You state that Mr. Ledbetter absolutely refuses to pay for 239.5 cubic yards; however, that he is interested in settling this matter with the State, but you have not advised as to what settlement Mr. Ledbetter proposes. We have carefully checked the facts concerning the stockpiling of this material and its measurement, and the measurement of the material remaining after Ledbetter Sand and Gravel Company removed substantial quantities of the rock, and it appears that the measurement of 239.5 cubic yards is an accurate measurement of the rock taken by Ledbetter Sand and Gravel Company.

The State is desirous of either being paid the value of the rock removed so that we may replace the same, or, in the alternative, for Ledbetter Sand and Gravel Company to place 239.5 cubic yards of 3/4-0 crushed rock in stockpile at the location of the rock that was taken. If a satisfactory settlement of this matter cannot be promptly made, I have been instructed to commence litigation to recover the value of the rock taken, and I will appreciate being advised as to what your client proposes to do in response to the claim made by the State prior to the next meeting of the Highway Commission, which is scheduled for April 26 and 27.

With best personal regards.

Very truly yours,

C. W. ENFIELD
Chief Counsel

CWE:jv

cc: Mr. W. C. Williams
Mr. R. P. Amacher

RECEIVED
APR 17 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 1? 1956
FOR FILING
FORM 5-30X—25M—8-55—58208

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 9, 1956

SUBJECT: Ledbetter Sand & Gravel Company

To: Mr. Robert F. Amacher
Assistant Attorney
Office

NOTED
W. C. WILLIAMS

I hand you herewith our file concerning a claim the State has against Ledbetter Sand & Gravel Company for the conversion of gravel stockpiled in the vicinity of Hood River.

I invite your particular attention to my letter to Mr. Williams of March 16, 1956, wherein I point out the anticipated difficulty that we may have in establishing the amount of material removed by the employees of Ledbetter Sand & Gravel Company and the yardage value that we seek to recover. Mr. Williams in his letter to me of April 4, 1956, suggests the names of possible witnesses to support the State's position with respect to the matter of quantity and value of the material taken. It is requested that you contact these suggested witnesses at the earliest possible date to discuss this matter and their personal knowledge of the issues in this case and the elements that we must prove and secure affidavits from these witnesses so as to be able to prepare this case for trial.

As soon as you have exhausted the information available to the department from members thereof, I would like for you to arrange for a conference with Mr. Abraham for the purpose of discussing with him a possible settlement of this matter, the amount of which settlement will, of course, be predicated upon the success we anticipate that we might have in litigation, after you have determined the adequacy of our proof.

Before you confer with Mr. Abraham, I would like for you to discuss this matter with me so that I may be advised of the caliber of our proof.

C. W. ENFIELD
Chief Counsel

CWE/bdr
✓cc: Mr. W. C. Williams
cc: Mr. G. E. Rohde

RECEIVED
1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 12 1956
FOR FILING

BFI-7-(1)
3713

Salem, Oregon
April 5, 1956

Mr. C. W. Enfield

I return herewith the file on the Ledbetter Sand & Gravel Company's taking of rock near Hood River with a report by Mr. Young. I concur in Mr. Young's recommendations as to witnesses who should be used if the case goes to trial.

In Item No. 4 you will note that Mr. Young gives the total cost of the rock including shrinkage as $1.84 per cubic yard. He has failed to add in the engineering costs to the State for the supervision and measurement of the stockpiled materials, of which the ordinary cost is approximately eight per cent. We should, therefore, add eight per cent to the $1.84 as the actual cost of the rock to the State.

W. C. Williams

WCW:me

Encl.

RECEIVED
MAR 12 1956
FOR FILING

OH7-25 (7)
C 3793

COMMISSIONERS
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COOS BAY
CHAS. H. REYNOLDS, MEMBER
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M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

March 9, 1956

NOTED
W. C. WILLIAMS

Mr. Kenneth Abraham
Parker and Abraham
Attorneys at Law
205 Third Street
Hood River, Oregon

Re: Ledbetter Sand and Gravel Company

Dear Ken:

Your letter of March 2, 1956, addressed to Mr. W. C. Williams, has been referred to me for reply inasmuch as the Highway Department's claim against Ledbetter Sand and Gravel Company has been given to me for collection.

I imagine that you are familiar with the facts and circumstances involved in this matter; however, in the event there is some question in your mind as to what actually occurred, I will briefly review the facts as known to me.

The Parker-Schram Company, upon completion of their paving operations near Rowena, Oregon in performance of a contract with the State Highway Department, had stockpiled approximately 550 cubic yards of 3/4-1/4 crushed rock for which they had no use, and the Parker-Schram Company sold this rock to Ledbetter Sand and Gravel Company according to a letter addressed to Mr. W. C. Williams from Mr. V. B. Woolcutt of the Parker-Schram Company dated January 27, 1956, a copy of which letter was given to Ledbetter's Sand and Gravel Company. We are informed that Mr. A. J. Vala, Superintendent of the Parker-Schram Company's operations at Rowena, advised the Ledbetter Sand and Gravel Company of the identification of the stockpile of material being sold to the Ledbetter Sand and Gravel Company, including its definite location, and further expressly advised the Ledbetter Sand and Gravel Company that the other stockpiles of material across the entrance road belonged to the State Highway Department.

The Ledbetter Sand and Gravel Company removed the 3/4-1/4 material sold to them by the Parker-Schram Company, which material was stockpiled on the westerly side of the entrance road to the stockpile site, which road is opposite Highway Engineer's centerline Station 1673+70. Thereafter, the Ledbetter Sand and Gravel Company removed from the state-owned stockpile site, located on the easterly side of the entrance road, a total of 239.5 cubic yards of 3/4-0 crushed paving rock belonging to the Highway Department. Mr. J. S. Sawyer, District Maintenance Superintendent of the Oregon State Highway Department, on May 19, 1955, apprehended five employes of the Ledbetter Sand and Gravel Company in the act of removing the state-owned material and immediately stopped their activity; however, this was not accomplished until after 239.5 cubic yards of this material had been removed by employes of the Ledbetter Sand and Gravel Company. The employes of the Ledbetter Sand and Gravel Company who were apprehended by Mr. Sawyer are John Davis, Melvin Stolhand, Gerald Lyons, Charles Miller and George Lane.

The Highway Department submitted a bill to Ledbetter Sand and Gravel Company for payment of the 239.5 cubic yards of material removed at the price of $2.59 a cubic yard, making a total of $620.31. The price of $2.59 a cubic yard is the established cost of such material in stockpile to the Highway Department, and, in my opinion, is truly reflective of the value of the material taken.

I assume that there is no question or difference of opinion as to the fact that the crushed paving rock, that is the subject matter of this claim, was owned by the State Highway Department at the time of its removal, and I don't think there is any question or difference of opinion concerning the fact that it was removed by employes of the Ledbetter Sand and Gravel Company and converted to the use of Ledbetter Sand and Gravel Company. In your letter to Mr. Williams you suggest that one of the local representatives of the Highway Department contact either yourself or Mr. Ledbetter to develop the facts in regard to this matter. Inasmuch as the matter has now been turned over to me for handling, it would not be appropriate for local members of the engineering staff to take further action concerning this claim. Unless there are some facts of which I am not aware, this matter seems to be relatively simple in that the material was the property of the state, and that it has been taken by Ledbetter Sand and Gravel Company, and I trust that Ledbetter Sand and Gravel Company will promptly reimburse the state for what it has thereby lost. I will appreciate hearing from you at your earliest convenience concerning the state's claim.

Best personal regards.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:aj
cc - W. C. Williams
Forrest Cooper
C. H. Maison
J. S. Sawyer

PARKER & ABRAHAM
ATTORNEYS AT LAW
205 THIRD STREET
HOOD RIVER, OREGON

VAWTER PARKER
KENNETH M. ABRAHAM

TELEPHONE 8531

416

March 2, 1956

Subject: Ledbetter Sand and Gravel Company
1308 C Street, Hood River, Oregon

W. C. Williams
Oregon State Highway Department
Salem, Oregon

Dear Sir:

On February 10, 1956 you wrote a letter to Ledbetter's Sand and Gravel Company alledging that they had removed gravel from State owned stockpiles on the Columbia River Highway just East of Mosier, Oregon. Mr. Ledbetter has brought your letter in to me for consideration and also a letter written by one C. H. Maison threatening legal action.

I do not know what your proof in this matter is, however I will give you the facts as Mr. Ledbetter sees them for your further consideration. It is Mr. Ledbetter's opinion and also the opinion of several independent witnesses that the rock in question was not three-quarter inch-O materials but in fact reject materials from the Parker-Schram Company. That none of the piles were marked with a State of Oregon sign at the time the Ledbetter's Sand and Gravel removed this material nor was there any sign thereon indicating it was state owned material when this area was subsequently examined by the independent witnesses with the idea of protecting Mr. Ledbetter's position; however State signs are no on the remaining piles.

The material taken from this area by the Ledbetter's Sand and Gravel Company, which in their opinion belonged entirely to Parker-Schram Company, was sold to the Apple Growers Association of Hood River, Oregon and we can secure for you the exact amount of yardage taken and the exact price that was received by the Ledbetter's Sand and Gravel Company therefore after delivery to the Apple Growers Association in the City of Hood River.

It would be my suggestion that you authorize and direct one of your representatives in this area to contact myself or Mr. Ledbetter and frankly and honestly develop entirely the facts in regard to this matter. I can assure you that Ledbetter's Sand and Gravel Company is a very reputable concern which always meets its obligations and will do so in this case. It is earnestly hoped that you will be receptive to our suggestion and we look forward to discussing this matter in detail with a local representative of the State Highway Commission.

Sincerely yours,

Kenneth M. Abraham

KMA/pm

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[illegible] 1956
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

2FT 33(1)

3/15

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 8, 1956

SUBJECT: Claim against Ledbetter Sand and Gravel Co.

To: C. W. Enfield

Attached herewith, copies of letters mailed to the Ledbetter Sand and Gravel Company on February 10 and February 28, 1956.

As we have received no reply from either of these letters, it is requested that you initiate whatever action may be necessary to collect this claim.

CHMaison

C. H. Maison

CHM:rh
Encl.
cc - W. C. Williams
Forrest Cooper

RECEIVED
FEB 29 1956
FOR FILING

3793

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

February 28, 1956

W. C. WILLIAMS

Ledbetter Sand & Gravel Company
1308 "C" Street
Hood River, Oregon

Gentlemen:

On February 10, 1956, Mr. W. C. Williams, Deputy State Highway Engineer, wrote you regarding payment in the amount of $620.31 covering 3/4"-0 materials removed from a state owned stockpile.

Inasmuch as we have received no reply from you, it will be necessary to refer this matter to our Legal Division unless we hear from you immediately.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: C.H. Maison
C. H. Maison
Auditor

CHM:cg

cc: W. C. Williams ✓
C. W. Enfield
Forrest Cooper

RECEIVED
[illegible] 1956

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FEB 10 1956
FOR FILING

February 10, 1956

Ledbetter Sand and Gravel Company
1308 "C" Street
Hood River, Oregon

Attention: Dorothy Ledbetter

Gentlemen:

We were delayed in replying to your letter of November 9, 1955 relative to removal of gravel from state-owned stock piles on the Columbia River Highway pending a complete investigation of the points alleged in your letter, in which it was stated that you had purchased the materials from the Parker-Schram Company.

We now have all the facts of this matter, and briefly they are as follows:

You purchased, for the amount of $400, from the Parker-Schram Company "one stock pile of 3/4" - ¼" crushed rock." You contacted the Parker-Schram Company as to the exact location of the rock after the County Engineer's office in Hood River had advised you that the Parker-Schram Company had these materials available for sale. You talked to A. J. Vala, Superintendent of the Parker-Schram Company, over the telephone, and he gave you the location of the materials you were purchasing and told you that the other piles across the entrance road belonged to the State of Oregon.

Furthermore, the materials sold to you were 3/4" - ¼" crushed rock, whereas the materials you removed from the state-owned stock pile were 3/4" - 0 materials, so that there does not appear to be any reason for your misunderstanding of what materials you had purchased.

You have trespassed on state-owned property and removed state-owned materials therefrom, and it is requested that you remit immediately the amount of $620.31 as billed. If this matter is not taken care of promptly, it will be necessary to turn the matter over to the Legal Department of the Oregon State Highway Commission for appropriate action.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

WCW:me cc Mr. R. H. Baldock
Mr. Forrest Cooper
Mr. C. W. Enfield
Mr. C. H. Maison

FORM E30—50M—2-55—62986

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 9th, 1956

SUBJECT: Ledbetter Controversy
Mosier-Rowena Section

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

You recently requested that I secure a sketch of the location of the stockpile sites on the Mosier-Rowena Section as a controversy has arisen between the State and the Ledbetter Sand & Gravel Company.

I hand to you herewith the sketch that you requested and also a letter from Benedict which should shed some light on the subject.

Forrest Cooper
Construction Engineer

FC:AR
Enc. 2

NOTED
W. C. WILLIAMS

RECEIVED
FEB 9 1956
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E90---90M 2-55 87MPR

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

The Dalles, Oregon
February 2, 1956

SUBJECT: Sale of Materials
Mosier-Rowena Unit

To:

Mr. Forrest Cooper,
Construction Engineer,
Salem, Oregon.

Ref: Your letter of 1-31-56

I attach a print of a portion of the Mosier-Rowena right of way map on which I have marked the positions of all stockpiles in the area near Chatfield's.

Rogers Construction Co. did the grading on this particular Unit, the Shogren-Rowena Creek Unit, and crushed the rock for this and the Rowena Creek-Rowena Unit. Parker Schramm Co. did all the paving, using rock which had been crushed and stockpiled by Rogers. M.M. Stump was resident engineer.

Parker-Schramm's plant site and aggregate piles were North of the highway between Stations 1671 and 1672+50, approximately. Rogers crushing site was on the opposite side of the highway.

Mr. Stump's transfer of rock to J.S. Sawyer shows 395 cu. yds. of 3/4"- 0" rock piled at Station "1673" and the following piles at Station "1704":

174	cu.yd.	1 1/4"- 3/4"
173	"	3/4"- 1/2"
33	"	1/2"- 1/4"

The small pile of 1/4"- 0" has since been used. This rock was purchased under Price Agreement No. 10 on contract No. 3795.

On June 29, 1955, at the request of the District Maintenance Superintendent, my crews measured the pile of 3/4"- 0" material remaining, using the original stockpile notes as a guide, then calculated the amount of material removed.

Mr. Sawyer has quite a file on this subject, as follows:

5-23-55	Sawyer to Chandler	Reporting loss of material
6-7-55	J.A. Phillips to Sawyer	Transmitting stockpile notes
7-22-55	Sawyer to Chandler	Request for Outside Billing, and returning stockpile notes.
7-26-55	Chandler to Collier	- do -
11-16-55	Sawyer to Swift	Confirming State ownership of rock taken, which I signed with Sawyer.

RECEIVED
FEB 3 1956
OFFICE OF
CONSTRUCTION ENGINEER

A.V. Benedict
A.V. Benedict
Resident Engineer

NOTED
FORREST COOPER

cc: Mr. Dean Swift
Mr. J.S. Sawyer

CHAS. T. PARKER
CARL A. SCHRAM

PARKER-SCHRAM COMPANY
GENERAL CONSTRUCTORS

BUILDERS EXCHANGE BUILDING
PORTLAND 4, OREGON

January 27, 1956

RECEIVED
JAN 30 1956
OFFICE OF
STATE HIGHWAY ENGINEER

Mr. W. C. Williams
Deputy State Highway Engineer
Oregon State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Reference to your letter of November 23, 1955, concerning material sold to Ledbetter Sand and Gravel Company last Spring.

On completion of our paving operations near Rowena, Oregon, we still had a stockpile of approximately 550 cu. yds. of 3/4" to ¼" crushed rock on hand, and first upon determining that the Highway Department was not interested in the material by contacting both your maintenance office at The Dalles and Division Office at Bend, we wrote the County Engineer, Hood River County, Hood River, Oregon, as follows:

> "We have a stockpile of approximately 550 cu. yds. 3/4" to ¼" crushed rock located about midway between Mosier and Rowena, Oregon, adjacent to the new highway."

They in turn had referred our offer to dispose of the material to Ledbetter & Co. at Hood River, Oregon, who contacted us by telephone and we made an offer for the stockpile of 3/4" to ¼" crushed rock of $400.00, which they accepted. They made inquiry at the time to positively identify the stockpile and Mr. A. J. Vala, who had been the Superintendent of our operations at Rowena, was in our office at the time and he was called to the telephone and definitely discussed the location of our stockpile and told them that the others across the entrance road belonged to the State.

Our invoice to Ledbetter Sand & Gravel Company, dated 4/7/55, reads:

> "1 Stockpile of 3/4" to ¼" crushed rock as and where located between Mosier and Rowena, Oregon.   Lump Sum $400.00."

We are sorry for the inconvenience caused you in the matter, but we do not see where we are at fault, as our material was 3/4" to ¼" material and not 3/4"-0" material and the location of the stockpile was given them at the time the sale was made.

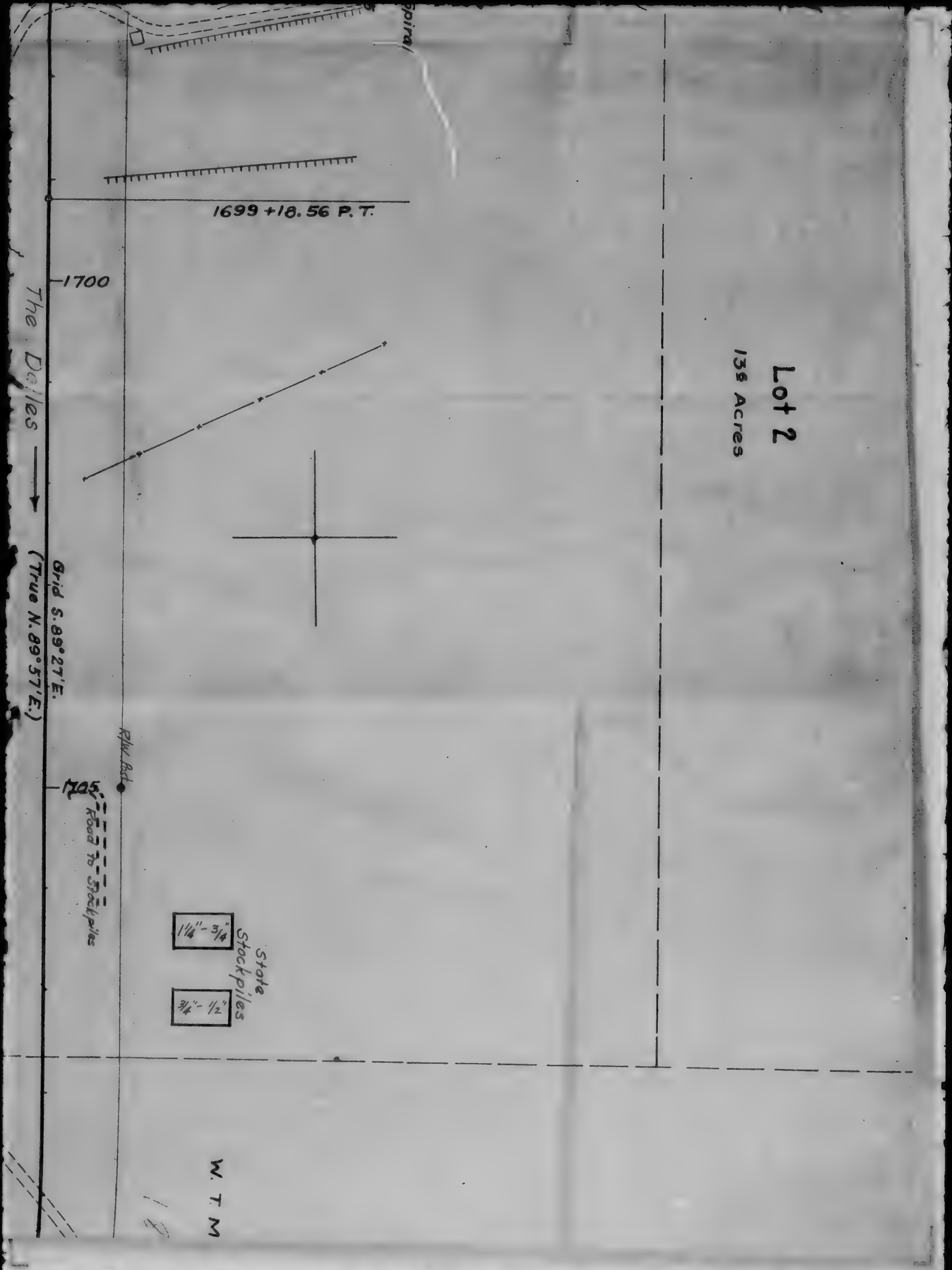
Yours very truly,

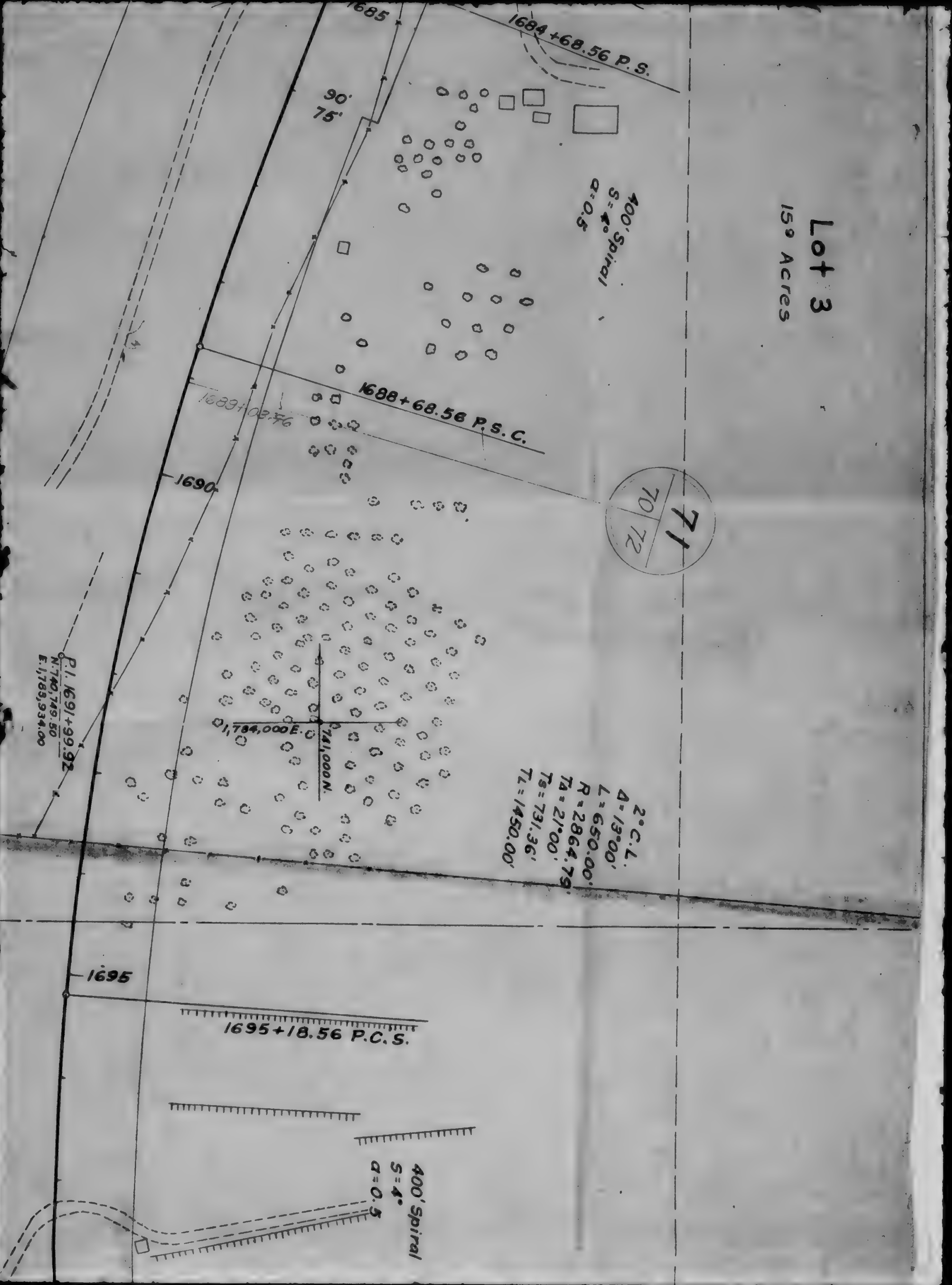
PARKER-SCHRAM COMPANY

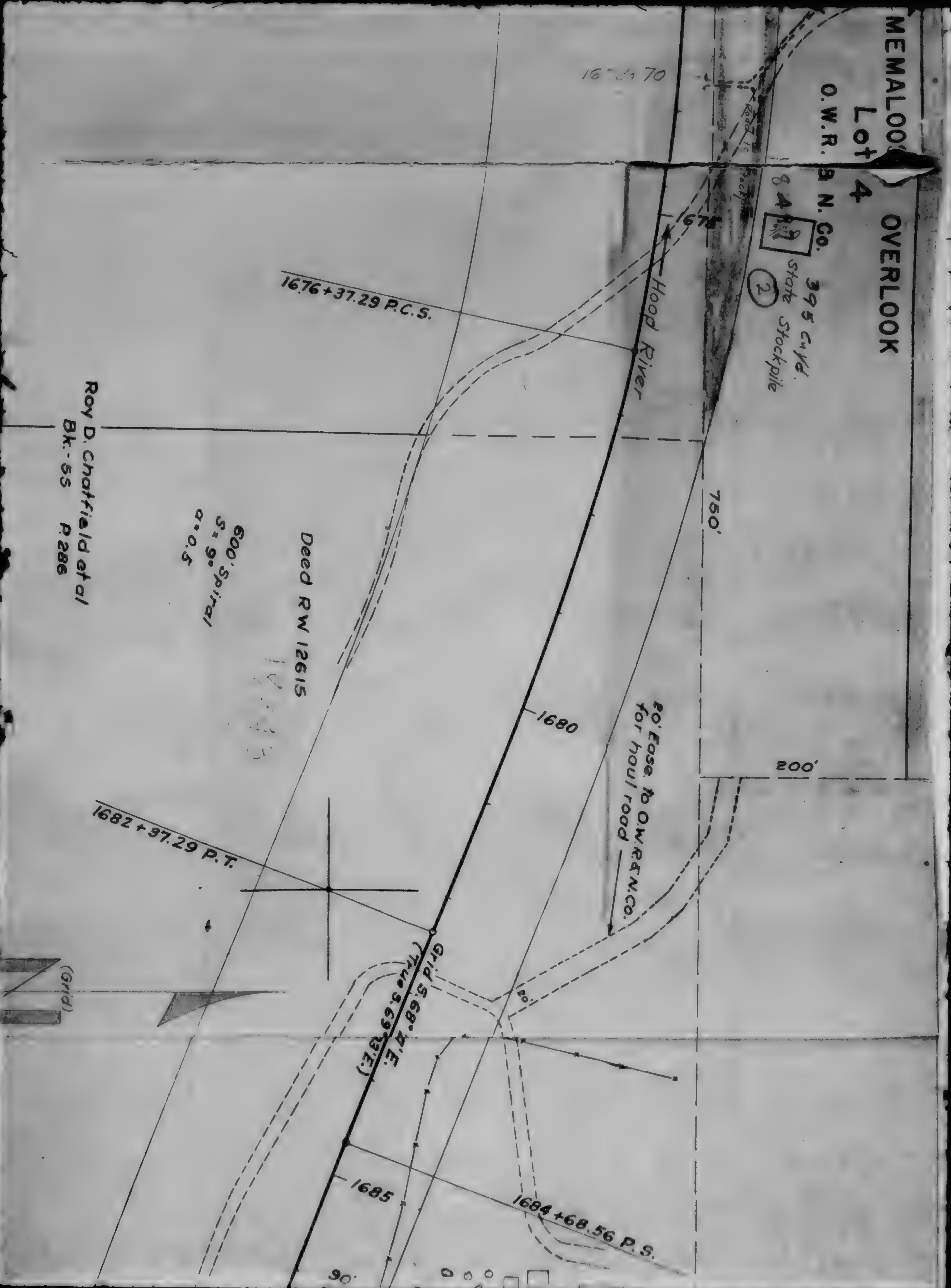
By V. B. Woolcutt
V. B. Woolcutt

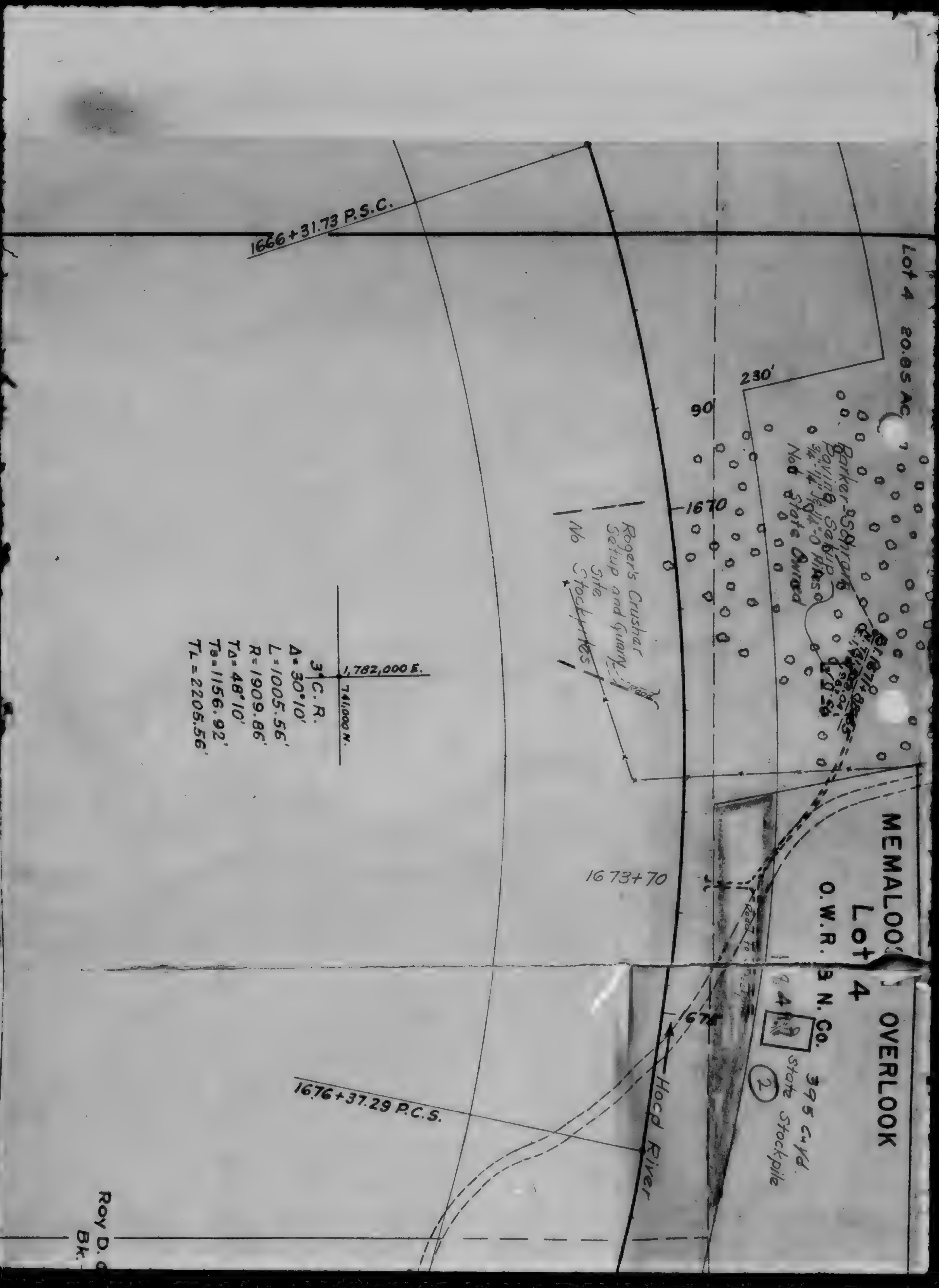
VBW:dab

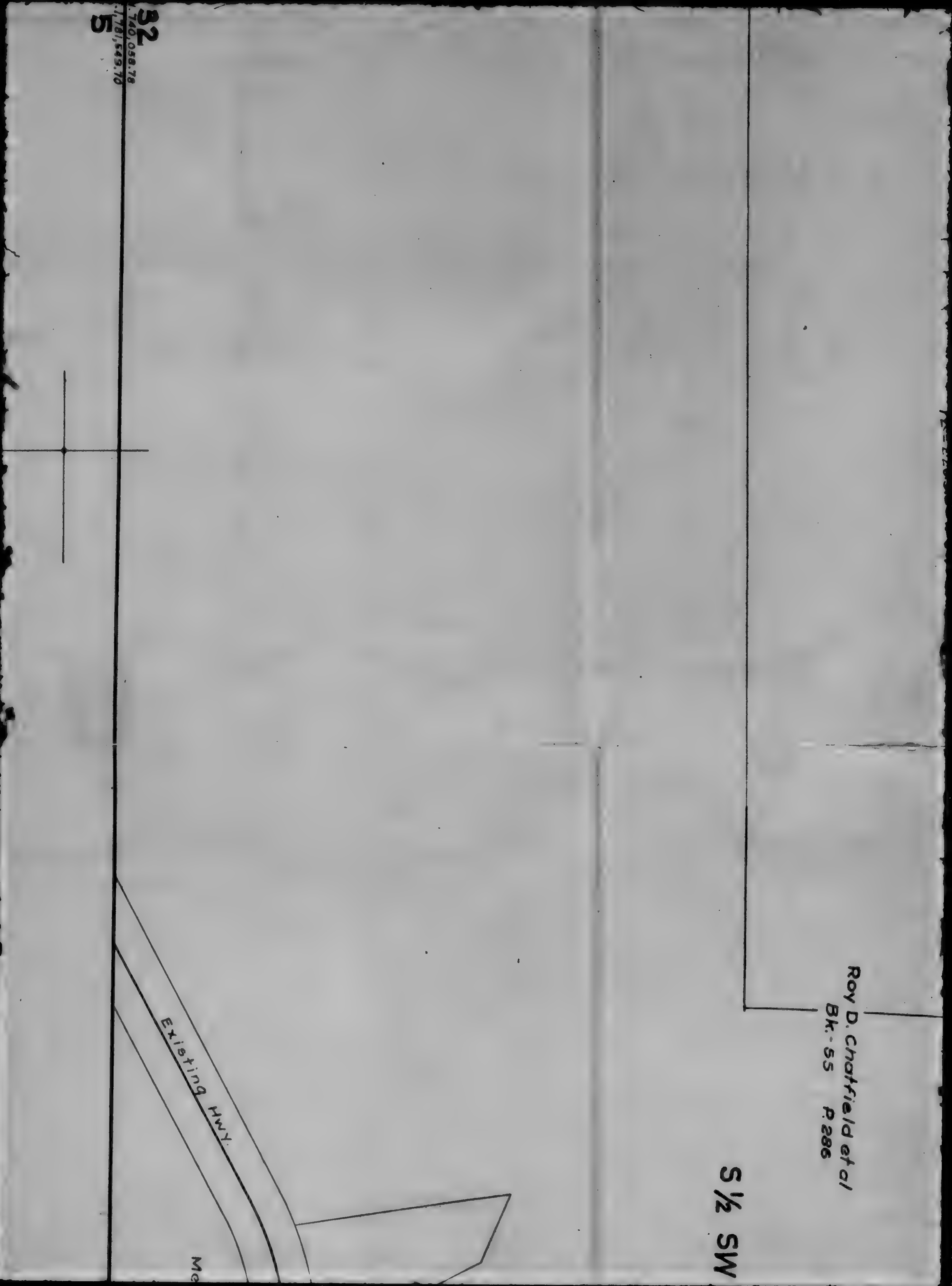
cc: Ledbetter Sand & Gravel Co., East Columbia River Highway, Hood River, Ore.


Spiral
1699+18.56 P.T.
1700
The Dalles →
Grid S.89°27'E.
(True N.89°57'E.)
R/W Post
1705
Road to Stockpiles
1¼"-¾"
¾"-½"
State Stockpiles
Lot 2
138 Acres
W. T M


1685
1684+68.56 P.S.
90'
75'
400' Spiral
S=4°
a=0.5
Lot 3
15º Acres
1688+68.56 P.S.C.
1689+08.76
1690
71
70
72
P.I. 1691+99.92
N.740,749.50
E.1,783,934.00
1,784,000 E.
741,000 N.
2°C.L.
Δ=13°00'
L=650.00'
R=2864.79'
Ta=21°00'
Ts=731.36'
TL=1450.00'
1695
1695+18.56 P.C.S.
400' Spiral
S=4°
a=0.5


MEMALOOS
OVERLOOK
Lot 4
O.W.R. & N. Co.
8 4
395 Cu Yd.
State Stockpile
②
Road to Stockpile
1678+70
1675
Hood River
1676+37.29 P.C.S.
Ray D. Chatfield et al
Bk-55 P.286
600' Spiral
S=9°
a=0.5
Deed RW 12615
750'
1680
20' Ease. to O.W.R.& N.Co. for haul road
200'
1682+37.29 P.T.
Grid S.68°41'E.
(True S.69°23'E.)
(Grid)
20'
1685
1684+68.56 P.S.
90'

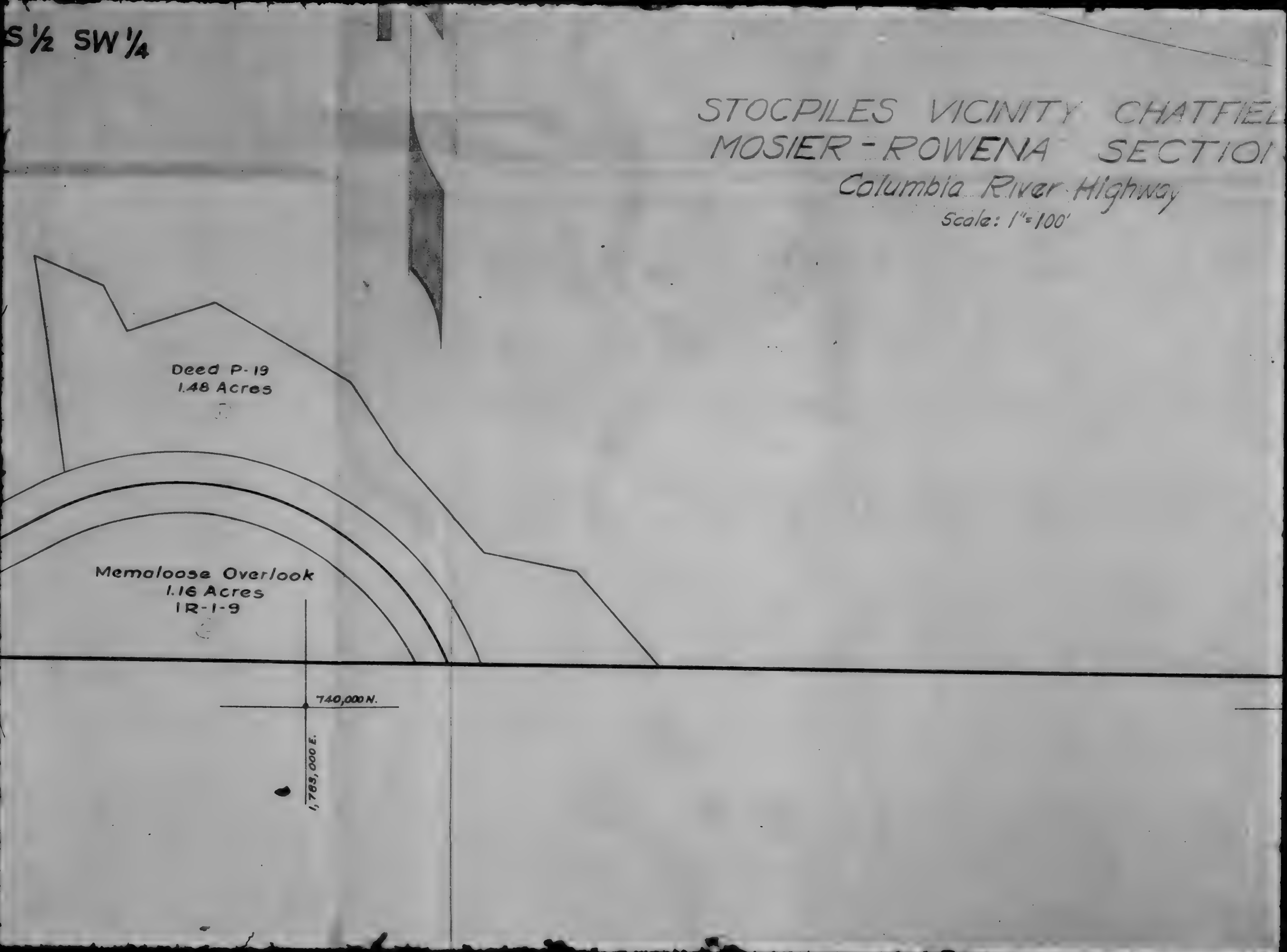

1666+31.73 P.S.C.
Lot 4 20.85 AC.
230'
90'
1670
Barker-Schrarn
Paving Setup
3/4"-1/4" 1/2"-1/4"-0 Piles
Not State Owned
Roger's Crusher
Setup and Quarry
Site
No Stockpiles
1,782,000 E.
741,000 N.
3° C. R.
Δ = 30°10'
L = 1005.56'
R = 1909.86'
TA = 48°10'
TB = 1156.92'
TL = 2205.56'
1673+70
Road to
675
Hood River
1676+37.29 P.C.S.
MEMALOO
OVERLOOK
Lot 4
O.W.R. & N. Co.
395 Cu Yd.
State Stockpile
②
Roy D.
Bk.

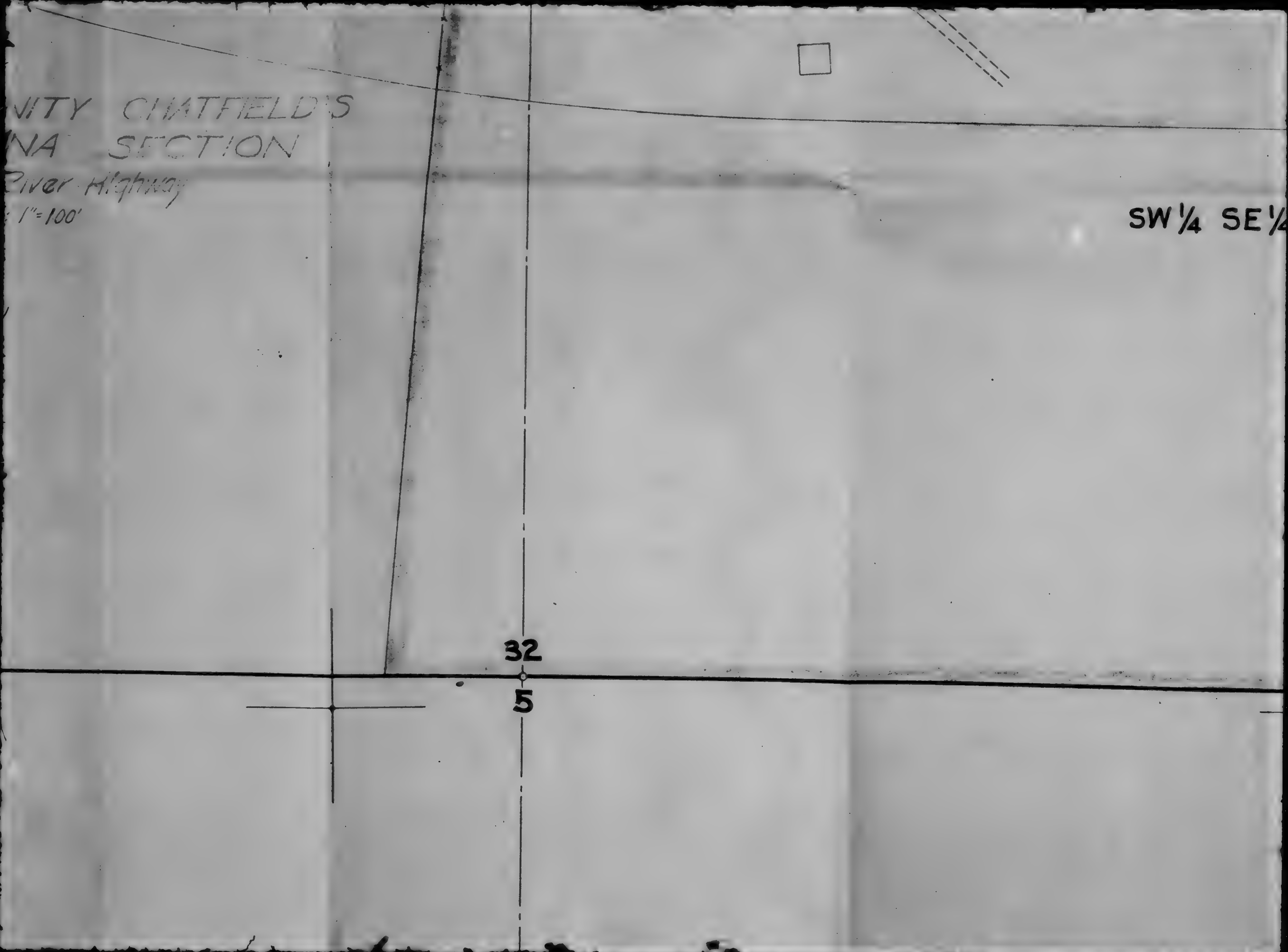
32
5
740,058.78
1,181,549.70
Existing Hwy.
Roy D. Chatfield et al
Bk.-55 P.286
S ½ SW
Me

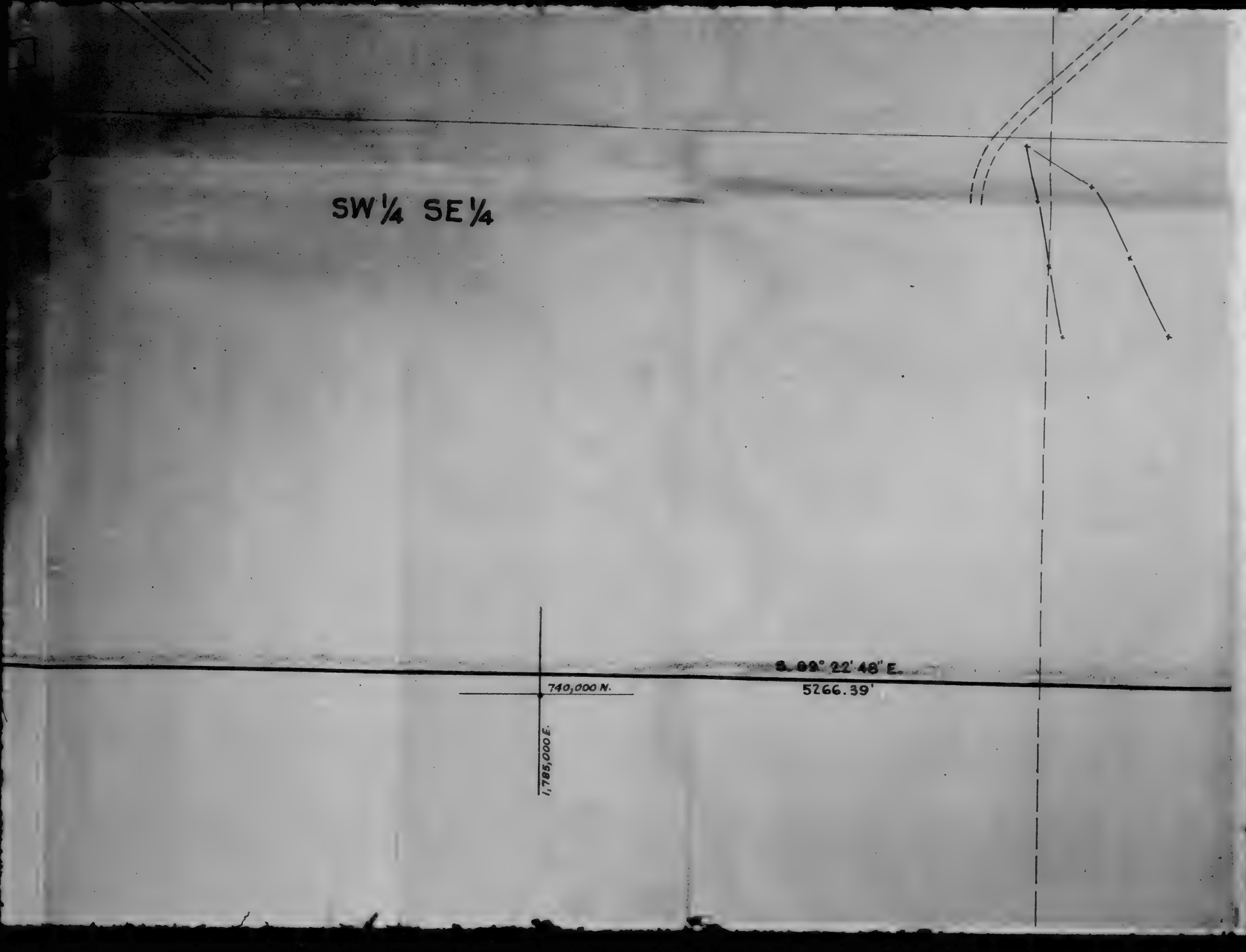
STOCPILES VICINITY CHATFIEL
MOSIER - ROWENA SECTIO

Columbia River Highway

Scale: 1" = 100'


S ½ SW ¼
Deed P-19
1.48 Acres
Memaloose Overlook
1.16 Acres
1R-1-9
740,000 N.
1,783,000 E.


NITY CHATFIELD'S
NA SECTION
River Highway
1"=100'
SW¼ SE¼
32
5


SW¼ SE¼
S. 00° 22' 48" E.
5266.39'
740,000 N.
1,785,000 E.

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BCI 5-7

3793

January 6, 1956

6229

Mr. E. F. Kidder, Division Engineer
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Your File: D 315 - 2 - 41

Dear Sir:

Reference is made to your letter of November 29, 1955 in which you request elaboration on data furnished you January 6, 1954 in connection with the railroad relocation on the Mosier-Rowena Section of the Columbia River Highway.

Following is the information requested:

1. General Excavation, Location "B", was solid rock.

2. Average haul on Excavation, Location "B":

Excavation	Short Overhaul	Long Overhaul
229,016.3 Cu. Yds.	308,129 Yd. Sta.	3,573.00 C-Yd. Sta.
Average Haul:	1.34 Yd. Sta.	0.015 C-Yd. Sta.

3. Average haul on Special Borrow:

Excavation	Short Overhaul	Long Overhaul
683,197.9 Cu. Yds.	4,099,187 Yd. Sta.	238,280 C-Yd. Sta.
Average Haul:	6 Yd. Sta.	0.60 C-Yd. Sta.

4. Slope protection in the amount of 64,130 cu. yds. was provided in the job. The quantities involved are included in the figures shown above. However, a more detailed analysis of the slope protection work results in the following:

	Excavation Used in Slope Protection	Short Overhaul	Long Overhaul
From Unit B -	19,836 Cu. Yds.	69,500 Yd. Sta.	876 C-Yd. Sta.
From Special Borrow -	42,736 Cu. Yds.	256,416 Yd. Sta.	14,700 C-Yd. Sta.
	62,572	325,916	15,576

	Short Overhaul	Long Overhaul
Average Haul in Slope Protection	5.2 Yd. Sta.	0.25 C-Yd. Sta.

I trust this will furnish the information needed to comply with I.C.C. requirements.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

LHY:dt me

cc Mr. Forrest Cooper

ASSIGNMENT

Date: 12-1-55 No. 6229 By WCW

Description: Letter from Union Pacific Rd. Co., Portland, dated 11-29-55 requesting additional detail in connection with the statement of quantities involved in the railroad location on the Mosier-Rowena Section.

Acknowledged by_____ Referred to Mr. Cooper

__Investigate and report with recommendation
__Such action as necessary and report
__Comment or recommendation
XXReturn with rough draft of reply
__Prepare reply for signature of Mr.________
__Contact correspondent and report

Remarks: Construction Division prepared data submitted with my letter of January 6, 1954.

PLEASE RETURN TO
W. C. WILLIAMS

Executed________Report Received__________

Form 2552
2-55-100M

ILROAD COMPANY

ision Engineer
rabee Avenue
Oregon

W. C. WILLIAMS

NOVEMBER 29, 1955

(File Ref. D 315 - 2 - 41)

nt

na Section of
r Highway

6, 1954, Mr. Williams furnished
involved in the Railroad relo-
tion of work.

that to comply with I.C.C. requirements, additional detail is required. While the general excavation, location "B", was unclassified, we are required to state the approximate classification. From our knowledge of the project we would conclude that this excavation would fall within the classification of solid rock. Will you please confirm or correct this view? We are also required to furnish the average haul on this and the special borrow excavation, both for short and long overhaul. Not having sufficient information to estimate this, we would appreciate it if you can review the records and advise what the average haul under each condition was.

In reviewing the statement of quantities furnished by Mr. Williams, it is noted that no slope protection is provided. Should not such an item be included in the quantities? If so, please give us a breakdown on the overhaul as indicated above.

Yours very truly,

EFKidder

E. F. Kidder, Division Engineer

Form 2552
2-55-100M

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 North Larrabee Avenue
Portland 12, Oregon

W. C. WILLIAMS

NOVEMBER 29, 1955

(File Ref. D 315 - 2 - 41)

Mr. R. H. Baldock,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Atten: Mr. G. S. Paxson,
Ass't. State Highway Engineer

Dear Sir:

Mosier - Rowena Section of
Columbia River Highway

Under date of January 6, 1954, Mr. Williams furnished a statement of the quantities involved in the Railroad relocation on above-mentioned section of work.

It now appears however that to comply with I.C.C. requirements, additional detail is required. While the general excavation, location "B", was unclassified, we are required to state the approximate classification. From our knowledge of the project we would conclude that this excavation would fall within the classification of solid rock. Will you please confirm or correct this view? We are also required to furnish the average haul on this and the special borrow excavation, both for short and long overhaul. Not having sufficient information to estimate this, we would appreciate it if you can review the records and advise what the average haul under each condition was.

In reviewing the statement of quantities furnished by Mr. Williams, it is noted that no slope protection is provided. Should not such an item be included in the quantities? If so, please give us a breakdown on the overhaul as indicated above.

Yours very truly,

EFKidder

E. F. Kidder, Division Engineer

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3993

January 6, 1956

Parker-Schram Company
200 Builders Exchange Building
Portland, Oregon

Gentlemen:

Under date of November 23 I addressed a letter to you having reference to removal of materials from the state-owned stock pile by the Ledbetter Sand and Gravel Company of Hood River. These materials had previously been purchased from you on a Price Agreement.

I will greatly appreciate a reply from you relative to this matter.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

WCW:me

cc Mr. R. H. Baldock

Contract
No 3993

RECEIVED
NOV 25 1955
FOR FILING

[illegible]

B

November 23, 1955

Parker-Schram Company
200 Builders Exchange Building
Portland, Oregon

Gentlemen:

I would much appreciate your assistance in straightening out a situation resulting from what is apparently a misunderstanding.

The matter referred to is that the Ledbetter Sand and Gravel Company was detected, on May 19, 1955, in removing materials from a state-owned stock pile, which materials had been purchased from your Company under Price Agreement No. 10 on Contract No. 3793. It was determined that the Company had removed 239.5 cubic yards of 3/4 to 0 crushed rock. We billed the Company for this amount of rock at a price of $2.59 per cubic yard, which is the computed average price of stockpiled materials in Highway Division No. 4.

Ledbetter Sand and Gravel Company advised us upon receipt of the billing that it had purchased the material from your Company and stated it has a Bill of Sale therefor. Unless there was a misunderstanding, it does not appear possible that the Ledbetter Sand and Gravel Company could have a Bill of Sale from your Company for materials owned by the State which had been properly purchased from you on Price Agreement as above referred to.

Will you please advise us at your earliest convenience in regard to this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

[redacted]
cc Mr. Forrest Cooper
Mr. C. H. Maison
Mr. Dean Swift

FORM 230—50M—2-55—62986

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 21, 1955

SUBJECT: Assignment No. 6199

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Deputy State Highway Engineer

OFFICE

Reference is made to your assignment No. 6199 in which you wished us to determine who the rock belonged to that was removed from Station 1673 Columbia River Highway by the Ledbetter Sand and Gravel Company.

We have determined the facts of the case to be as follows:

1. The 3/4-0 crushed rock at Station 1673 was purchased by the State from the Parker-Schram Company by price agreement No. 10.

2. Ledbetter Sand and Gravel Company removed 239.5 cubic yards of this material May 19, and were caught in the act by District Maintenance Superintendent Sawyer.

3. Ledbetter Sand and Gravel Company claims to have a Bill of Sale for some crushed rock from Parker-Schram at the plant site.

4. The stockpile site this material was removed from is not at the plant site.

I believe that due to the above facts that the matter should be resolved as follows:

1. Ledbetter Sand and Gravel Company should be informed that they removed gravel belonging to the State.

2. That this rock had been purchased from Parker-Schram on Contract No. 3793.

3. That they could not have a valid Bill of Sale to this material, as it was not owned by the person issuing the Bill of Sale.

4. That they will have to pay the State for this rock and look to Parker-Schram for such reimbursement as they can agree on between them.

I had a check made of this matter and a copy of District Maintenance Superintendent Sawyer's and Resident Engineer's joint statement regarding the same is attached.

L. H. Young
L. H. Young
Assistant Construction Engineer

LHY:dt

Encl.

RECEIVED

OREGON STATE HIGHWAY DEPARTMENT
[illegible]

The Dalles, Oregon
November [illegible], 195[illegible]

SUBJECT: Rock Removed from State Stock Pile
M.P. 70.77 Station 1677

To: Mr. Dean Swift
Division Engineer
Oregon State Highway Dept.
Bend, Oregon

RECEIVED
[illegible]
OFFICE OF
[illegible]
[illegible]

ATTENTION: Mr. [illegible]

Dear Sir:

As per request from your office 11-15-5[illegible] the [illegible] cu. yds.) removed from our stockpile station 1677 M.P. 70.77 by the Ledbetter Co. of Hood River was the same material that was purchased under Option Agreement #10 Contract No. [illegible].

May 1[illegible], 1957 at 4 P.M. Mr. [illegible] notified me that material was being removed from our stockpile. I immediately went to the stock-pile and stopped the removal. (Please refer to my letter of May 2[illegible], 1957)

Please note that Mr. W.W. Stump, Res. Engr. on Contract No. [illegible] used station 1677 M.P. 71.[illegible] for the location of this stockpile. After Mr. Stump left the area new mile posts were set along the Columbia River Highway. The present M.P. 70.77 conforms with the new Columbia River mile posts. Engrs. station 1677 however, is the same as was used during construction.

Very truly yours,

[illegible] HAYNES
Dist. Maint. Supt.

A. [illegible] BENEDICT
Res. Engr.

[illegible]:maf

ASSIGNMENT

Date: November 15, 1955 No. 6199 By WCW

Description: File (6) regarding billing request received by Mr. Maison from the Maintenance Division for crushed rock removed from the Columbia River Highway by employees of the Ledbetter Sand and Gravel Company.

Acknowledged by____ Referred to Cooper

- __Investigate and report with recommendation
- XX Such action as necessary and report
- __Comment or recommendation
- __Return with rough draft of reply
- __Prepare reply for signature of Mr._______
- __Contact correspondent and report

Remarks: **Please get this untangled.**
WCW

PLEASE RETURN TO
W. C. WILLIAMS

Executed 11-21-55 Report Received__________

IGHWAY DEPARTMENT
ENT CORRESPONDENCE

lem, Oregon
mber 14, 1955

UBJECT: Ledbetter Sand and Gravel Co.

PLEASE RETURN TO
W. C. WILLIAMS

eceived a billing request from the Mainte-
Sawyer, Dean Swift, and John A. Phillips,
d rock, which was removed from Station
employees of the Ledbetter Sand and Gravel

Highway Department purchased 395 c.y.
rom Parker-Schram Company under contract
rice agreement No. 10 on contract 3793,
ioned station.

I am attaching herewith copies of correspondence between J. S. Sawyer and the Maintenance Division in connection with removal of this rock from our stockpile.

Is it possible that the Parker-Schram Company sold this rock twice?

C H Maison
C. H. Maison
Auditor

CHM:rh
Encls.
cc - E. A. Collier

RECEIVED
NOV [illegible] 1955
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 230—30M—4-54—74306

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 14, 1955

SUBJECT: Ledbetter Sand and Gravel Co.

To: W. C. Williams

PLEASE RETURN TO
W. C. WILLIAMS

On July 22, 1955, we received a billing request from the Maintenance Division, signed by J. S. Sawyer, Dean Swift, and John A. Phillips, for 239.5 c.y. of 3/4 - 0 crushed rock, which was removed from Station 1673, Columbia River Highway, by employees of the Ledbetter Sand and Gravel Company.

In November, 1953, the Highway Department purchased 395 c.y. of 3/4 - 0 crushed excess rock from Parker-Schram Company under contract 3793. This rock, according to price agreement No. 10 on contract 3793, was stockpiled at the above mentioned station.

I am attaching herewith copies of correspondence between J. S. Sawyer and the Maintenance Division in connection with removal of this rock from our stockpile.

Is it possible that the Parker-Schram Company sold this rock twice?

C.H. Maison

C. H. Maison
Auditor

CHM:rh
Encls.
cc - E. A. Collier

RECEIVED
NOV 14 1955
OFFICE OF
STATE HIGHWAY ENGINEER

Ledbetter
Sand and Gravel Co.
Ready-Mix Concrete

PHONES: 4532
6503

Office Address:
1308 C Street

TOLL BRIDGE ROAD
Hood River, Oregon

Nov-9-55-

W. C. WILLIAMS

Oregon State Highway
Salem, Ore

Dear Sir.

On your statment of rock removed from Columbia river highway M.P. 70-72 We bought that rock from Parker & Schram and have a bill of sale for it. We have talked to State Highway man here after we got the first statment from you and he said he would take care of it. And That is the reason you havent heard from us. The other time we bought Parker Schram rock they had left over at Viento we also had a run in with the State highway. Now if Parker Schram had no wright to sell us this rock we will see what we can do about it.

I also wrote Parker Schram a letter and sent your bill to us to them.

Yours truly
Ledbetter & Co
Dorothy Ledbetter

[illegible]
STATE [illegible]

Ledbetter
Sand and Gravel Co.
Ready-Mix Concrete

PHONES: 4532
6503

Office Address:
1308 C Street

TOLL BRIDGE ROAD
Hood River, Oregon

Nov-9-55-

W. C. WILLIAMS

Oregon State Highway
Salem, Ore

Dear Sir.

On your statement of rock removed from Columbia river highway M.P. 70-72 We bought that rock from Parker & Schram and have a bill of sale for it. We have talked to State Highway man here after we got the first statement from you and he said he would take care of it. And That is the reason you haven't heard from us. The other time ~~we~~ bought Parker Schram rock they had left over at Viento we also had a run in with the State Highway. Now if Parker Schram had no wright to sell us this rock we will see what we can do about it.

I also wrote Parker Schram a letter and sent your bill to us to them.

Yours truly
Ledbetter & Co
Dorothy Ledbetter

RECEIVED
STATE H[illegible] C[illegible]

REFERRED TO

Maison

BY DEPUTY STATE HIGHWAY ENGINEER

Whats the score?

WCW

We paid $\$1^{75}$ C.Y.
to the Contractor for
the $\frac{3}{4}$"-0" purchased
from Parker-Schram
under Price Agrmt # 10,
Cont. 3793.

Ledbetter was billed
at the Dist. Rock price,
$\$2^{59}$.

FF

FORM E-30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

W. C. WILLIAMS

Bend, Oregon
July 26, 1955

SUBJECT:

To:
Mr. E. A. Collier
Maintenance Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Enclosed herewith Request for Outside Billing in the amount of $620.31, covering the cost of 3/4"-0 crushed rock removed from our stockpile at Mile Point 70.72 on the Columbia River Highway, by the Ledbetter Sand and Gravel Company of Hood River. The Ledbetter Company were under the impression that they had bought this rock from the Parker-Schram Company who had this original contract, when in reality the rock had been purchased under Price Agreement No. 10 on Contract No. 3793.

I am returning the stockpile measure notes covering the material purchased under Price Agreement No. 10, which notes are a part of the Salem files. I am also enclosing the stockpile measure notes as measured by Mr. Benedict's Survey Crew on June 29th.

Very truly yours,

DEAN SWIFT
Division Engineer

DS:me
Encls.
cc: Mr. J. S. Sawyer
cc: C H Maison "

[illegible]

[illegible] [illegible]ed [illegible]

[illegible] Highway

[illegible]

Quantity	Unit	Description	Unit Price	Amount
229.	[illegible]	[illegible]	[illegible].59	$[illegible].31

Has payer made payment for this service? NO

If so, what is amount of payment? $

Has payer made a deposit with the department to guarantee payment?
NO

If so, what is amount of deposit? $

Is this a partial or final request for billing? Final

Have there been any previous requests for billing in connection with this same service? NO

If so give total of all previous requests $

Also give number of last previous request

Credit distribution:
[illegible]-527

Submitted by
J. [illegible] /s/

Approved
[illegible] /s/
Division Engineer

Approved
Department Head or Staff Engineer

Instructions: [illegible] staff engineer or division head. Staff [illegible] Additional copies shall be prepared for [illegible] an additional copy shall be [illegible]

FORM E30—50M—10-54—79486

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 7, 1955

COPY

SUBJECT: Crushed Rock Removal from
Stockpile, MP 70.72,
Columbia River Highway

To:

J. S. Sawyer
District Maintenance Superintendent
Oregon State Highway Department

THE DALLES, OREGON

Dear Sir:

In accordance with the request in your letter dated May 23, 1955, to Division Engineer Chandler we are enclosing herewith stockpile measurement notes covering material purchased from the Parker-Schramm Company under Price Agreement #10, Contract #3793, and stockpiled at Stations 1673 and 1704, Columbia River Highway.

Final checking indicates that at Station 1673 there was placed 425 cubic yards of 3/4" minus 0" rock after which the contractor used 30 cubic yards, leaving net amount of 395 cubic yards stockpiled at this location.

After you have finished with them, kindly return these notes, together with the attached Confirmemo so that they can be replaced in the Construction Division file.

Very truly yours,

E. A. Collier
Maintenance Engineer

COPY

By:

John A. Phillips
Assistant Office Engineer

JAP:jse
Enclosure

CC: W. E. Chandler

OREGON STATE HIGHWAY DEPARTMENT

[illegible]

[illegible] Eng[illegible]

[illegible]

[illegible]

[illegible] ...ter

[illegible] Cat. Diesel [illegible]

[illegible] Caterpillar [illegible]

[illegible] #20, [illegible] 1943.

[illegible] 150 [illegible] cu. yds. of [illegible]

I have contacted the [illegible] and have been informed that they have a [illegible] Parker-Schram Co. [illegible]

[illegible] under Contract No. 3[illegible]. [illegible] Salem Files.

Yours very truly,

J. E. [illegible]
Dist. Maint. Supt.

[illegible]/[illegible]

NOTED
DEAN SWIFT

NOTED
J. A. PHILLIPS

NOTED
R. H. CLARK

NOTED
L. R. Chandler

[illegible] -35(7)

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 15, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3793	16-final	PARKER-SCHRAM CO.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
13592	R-98753	$ 22,347.88	7/14/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Sep. 30, 1953

Time Extensions: to Nov. 29, 1953 without penalty

Completion Date: Nov. 21, 1953

Date Accepted: Oct. 28, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-3-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: NOV 4 1954
Ruth Rawlings

11-4-54

RECEIVED
FOR FILING
BF1-2-

July 2, 1954

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

This is to advise that a revised final payment will be released to Parker-Schram Company for work performed on contract No. 3793, covering the Shogren-Rowena Unit, Mosier-The Dalles Section of the Columbia River Highway in Wasco County.

This revised final payment, in the amount of $22,347.88 will be released after acceptance of the contract by the Highway Commission. The revised total contract amount is $1,140,982.56, of which amount $1,180.81 represents force account items.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Amerata & Schram
440 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD
7-2-54

RECEIVED
[illegible]
FOR FILING

June 25th, 1954

FINAL COST ANALYSIS
Grading and Paving
Parker-Schram Co., Contractor
M. M. Stump, Resident Engineer

Shogren-Rowena Unit
Contract #3793

Columbia River Highway
Prefix 33-1031

NOTED
State Highway Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All	All	$23,000	$	$ 4,612.28	$ 23,000.00
Struct. Excav., Unclass.	90.51	Cu. Yd.	3.50	3.72	337.35	316.29
Special Borrow Excav., Unclass.	696,391.8	" "	0.40	0.370	258,019.20	278,556.72
General Excav., Loc. "A", Unclass.	116,403.7	" "	0.50	0.418	48,644.30	58,201.85
General Excav., Loc. "B", Unclass.	337,991.6	" "	1.10	0.685	231,469.14	371,790.76
Short Overhaul	5,135,184.3	Yd. Sta.	0.01	0.0198	101,036.49	51,351.84
Long "	249,347.2	C-Yd. Sta.	0.45	0.417	103,968.84	112,206.24
Finish R/B & Slopes	2.17	Mile	750.00	740.80	1,607.54	1,627.50
Rounding Cutbanks	3,500	Lin. Ft.	0.20	0.159	557.65	700.00
18" Corr. Metal Pipe	378	" "	4.40	3.98	1,505.07	1,663.20
72" Sectional Plate Pipe	121	" "	53.00	39.18	4,741.42	6,413.00
Concrete Sight Posts	57	Each	10.00	10.22	582.76	570.00
Metal Guard Rail	3,412.5	Lin. Ft.	3.00	3.15	10,758.00	10,237.50
2"-0" Rock in Base	23,952	Cu. Yd.	2.00	1.81	43,250.24	47,904.00
3/4"-0" Rock in Base and Shoulders	7,381	" "	2.30	1.98	14,614.38	16,976.30
Sprinkling	1,212	M/Gal.	2.00	1.03	1,245.46	2,424.00
Preparation of Base, Main Highway	5.41	Mile	200.00	183.60	993.27	1,082.00
Preparation of Base, Detour Roads	.66	"	200.00	183.60	121.18	132.00
3/4"-0" Rock in Binder Course	920	Cu. Yd.	3.00	2.31	2,128.06	2,760.00
RC-3 Asphalt in Binder Course	77.38	Ton	42.00	34.87	2,698.00	3,249.96
Furnish & Place Aggregates	193	Cu. Yd.	4.00	3.85	743.05	772.00
Furnish & Place 150-200 Asphalt	74.03	Ton	40.00	34.51	2,554.77	2,961.20

Gross Revenue	$1,135,400.68
Total Cost	964,368.92
Net Profit	$ 171,031.76

Net Profit Equals 15.06% of Gross Revenue

Shogren-Rowena Unit
Contract #3793

Detail of Cost

Labor:

Supervision	$ 17,315.81	
Labor	282,546.99	
Labor Insurance	21,380.22	
		$ 321,243.02

Equipment Rental & Misc. Supplies:

Equipment Rental, Owned	$349,824.77	
" " , Hired	2,928.00	
Gas, Oil & Grease	46,903.87	
Explosives	31,162.26	
Drill Steel & Bits	12,500.00	
Freight & Cartage	21,267.11	
Railroad Bond	3,879.90	
Bond	8,649.24	
P.L. & P.D. Insurance	3,962.85	
P.U.C.	575.00	
Small Tools & Misc. Supplies	21,532.31	
Home Office & General Overhead	34,596.95	
Fuel Oil	1,742.78	
		539,525.04

Materials:

18" Corr. Metal Pipe	390	Lin. Ft.	at $2.79	$ 1,088.10	
18" " " Bands	19	Each	" 4.20	79.80	
72" Sectional Plate Pipe	121	Lin. Ft.	" 30.24	3,659.04	
Concrete Sight Posts	57	Each	" 5.50	313.50	
Metal Guard Rail & Posts	3,412.5	Lin. Ft.	" 1.40	4,777.50	
RC-3 Asphalt	77.38	Ton	" 24.00	1,857.12	
150-200 Asphalt	181.84	"	" 22.00	4,000.48	
86-100 "	965.89	"	" 22.00	21,249.58	
Aggregates (Paid to Rogers Construction Co. for Oil and Paving Aggregate				54,872.04	
24" Extra Strength Concrete Pipe	273	Lin. Ft.	at 3.25	887.25	
48" Extra Strength Concrete Pipe	152	" "	" 9.05	1,375.60	
Manhole Cover & Rings				76.00	
Redimix Concrete				172.28	
Lumber				4,168.24	
Reinforcing Steel				19.20	
Gravel				349.71	
					103,600.92
Total Cost					$964,368.92

Remarks:

This was a "Federal Aid Project" calling for construction of 2.17 miles of highway roadbed, 0.66 mile of detour roadway and 1.23 miles of railroad roadbed and 5.41 miles of Class "B" asphaltic concrete wearing surface. The project was bid July 10th, 1952, and was awarded August 22nd, 1952. Work started September 10th, 1952, and was completed November 21st, 1953.

The contractor moved in his equipment and started clearing and excavating September 10th. The clearing and grubbing consisted of some pine and scrub oak. A large profit was realized on this item due to the small amount of clearing and a high bid price.

Grading operations started September 10th, 1952, and were completed October 22nd, 1953. Grading was done with the following equipment: three 18-yard scrapers, seven D-8 cats and dozers, seven Euclid tractors and bottom dump wagons, ten Euclid end dump trucks, three #12 blades, one AC blade, two $2\frac{1}{2}$-yard shovels, two 105, three 315 and one 600 CFM compressors and four wagon drills, plus several pickups and other equipment used for maintenance. Excavation consisted of solid rock and blow sand. Very little dirt was encountered on this section. On the tunnel section progress and workmanship were very good. The drilling and shooting were somewhat hampered due to the railroad, and only small shots could be made at a time. One man was killed and another was seriously injured during the drilling operation on the tunnel when the drill hit a charge that did not explode on a previous shot. Very little time was lost on the grading operations due to weather or breakdowns and with good equipment and supervision a good profit was realized.

The contractor moved his equipment into the borrow area specified by the State, but large boulders were encountered and had to be drilled and shot before hauling them to the fill. The contractor started taking material from the top and built a haul road up the side of the mountain and used a cable system where the loaded truck would pull the empty truck up. This proved very unsatisfactory and costly in time and labor. The State then purchased additional property in back of this area which proved to be of very good material. This made a longer haul but to all concerned was a much better pit. The contractor shows a profit on this item; whereas, he would have shown a loss in the other pit.

The contractor purchased all the crushed rock used in the base, oiling and asphaltic concrete from Rogers Construction Co. who was set up on the Shogren-Rowena Creek Section. Very good progress was made putting on the base rock. Four Euclid tractors and wagons were used to haul from crusher to the street. The aggregate for oiling and asphaltic concrete was stockpiled to be used at a later date. The paving plant was moved in and set up and the contractor started paving September 18th, 1953, and was completed October 22nd, 1953. The 15,956 tons of asphaltic concrete was produced in 213 working hours for an average of 75 tons per hour; 965.89 tons of asphaltic cement was used.

With good production and bid prices, the contractor shows an excellent profit.

Oscar Cutler
Chief Cost Analyst

By . . C. E. Layton

RECEIVED
N 29 1954

RECEIVED
FOR FILING

5124

June 21, 1954

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Dear Sir:

The engineering cost between Railroad Stations 1812 and 1874 on the Shogren-Rowena Section of the Columbia River Highway was $6,600.00.

This is in reply to your letter of June 1, 1954, File Reference D 315 - 2 - 41.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

HGS: me

cc Mr. H. G. Smith

ASSIGNMENT

Date: June 7, 1954 No. 5124 By WCW

Description: Letter of June 1 by E. F. Kidder of the UPRR Company regarding cost of the engineering on the Shogren-Rowena Section of the Columbia River Highway.

Acknowledged by ____ Referred to Smith ✓

- ___ Investigate and report with recommendation
- ___ Such action as necessary and report
- X Comment or recommendation
- ___ Return with rough draft of reply
- ___ Prepare reply for signature of Mr. ________
- ___ Contact correspondent and report

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

Executed 6-21-54 me Report Received ________

Form 2552
6-53-150M

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 North Larrabee Avenue
Portland 12, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

JUNE 1, 1954
(File Ref. D 315 - 2 - 41)

Mr. R. H. Baldock, State Hwy. Engr.
Oregon State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Atten: Mr. W. C. Williams,
Deputy State Hwy. Engr.

Dear Sir:

Re: Shogren-Rowena Section of the Columbia River Highway

With your letter of January 6th you furnished me a summary of quantities and costs involved in relocating the railroad between Railroad Stations 1812 and 1874 on the captioned project. Will you kindly advise the cost of the engineering for this section of railroad work?

Thank you.

Yours very truly,

E F Kidder

E. F. Kidder,
Division Engineer

RECEIVED
JUN 3 1954
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 8 1954
FOR FILING

[illegible]

June 7, 1954

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

This is to advise that a revised final payment will be released to Parker-Schram for work performed on contract No. 3793, covering the Shogren-Rowena Unit, Mosier-The Dalles Section of the Columbia River Highway in Wasco County.

This revised final payment, in the amount of $19,323.23, will be released after acceptance of the contract by the Highway Commission. The revised total contract amount is $1,137,957.91, of which amount $1,180.81 represents force account items.

Very truly yours

. D. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

gl

cc: Amerata & Schram
440 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD
6-7-54

RECEIVED

[illegible]

3793

April 14, 1954

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3793 for work performed on the Shogren-Rowena Unit, Mosier-The Dalles Section of the Columbia River Highway in Wasco County was completed by the contractor, Parker-Schram Co., on November 21, 1953 but has not as yet been accepted by the Commission.

Final payment in the amount of $16,766.00 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $1,135,400.68, of which amount $1,190.81 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims, should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

ORGEGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
440 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

4-14-54

RECEIVED
[illegible]
FOR FILING

RF 7 35(7)

3723

January 6, 1954

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Your File: D 315-2-37
D 315-2-39
D 315-2-41

Dear Sir:

Attached hereto is the summary of quantities and cost on the railroad realignment between Railroad Stations 1812 and 1874 on the Shogren-Rowena Unit of the Mosier-The Dalles Section of the Columbia River Highway.

The data on the line change at Mitchell Point will be forthcoming in the near future. We have not completed our tabulations at this time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

HGS: me

Encl.

cc Mr. H. G. Smith

Summary of Quantities and Costs on Railroad Realignment Between Railroad Stations 1812 and 1874

[illegible] Power Unit
Mosier-The Dalles Section
Columbia River Highway

Item	Unit	Unit Price	Quantity	Cost
Special Borrow Excavation	Cu. Yd.	$0.40	683,197.9	$273,279.16
Gen. Excav. Loc. "B" Unclass.	" "	1.10	229,016.3	251,917.93
Short Overhaul	Yd. Sta.	0.01	4,407,316.1	44,073.16
Long Overhaul	M-Yd. Sta.	0.45	241,853.2	108,833.94
10" Corr. Metal Pipe	Lin. Ft.	4.40	164	721.60
SP #1, Drill & Shoot Holes for Pile holes	Each	14.00	23	322.00
SP #2, Furnish & Place Gravel on Railroad Fill	Cu. Yd.	1.50	928	1,392.00
Total				$680,539.79

Form E-1—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 31, 1953, 19

Section Shogren-Rowena Unit, Mosier-The Dalles Section,

Kind of work Grading & Paving

Highway Columbia River

Section prefix 33-1031

Contractor Parker-Schram Co,

Contract number 3793

Date of contract Aug. 22, 1952, 19

Date of completion Sept. 30, 1953, 19

Date work started Sep. 10, 1952, 19

Estimated date of completion Nov. 21, 1953, 19

Amount of contract $1,392,735.77

Per cent of time elapsed 114 %

Estimated cost of completed project, exclusive of engineering $1,290,989.35

Per cent of contract completed, based on total contract price %

Engineering cost to date $34,021.45, 32 %

Date project was completed November 21, 1953, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

PARTY- [illegible]

Sent in semi-final estimate to Division Office Monday of this week.

FINAL REPORT

NOTED
FORREST COOPER

RECEIVED
DEC 24 1953
OFFICE OF
CONSTRUCTION ENGINEER

Signed Res. Eng'r.

Address Box 420, The Dallas, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.83	2,03	1.23	6.07	5.41
Miles partially completed	2.83	2.83	1.23	6.07	5.41
Miles completed	2.83	2.83	1.23	6.07	5.41
Total estimated quantities	455,272.7	31,100	696,391.8	2608 Cu. Yds 255 Tons	15,956
Estimated quantities moved or placed to date	455,272.7	31,100	696,391.8	2608 Cu. Yds. 255 Tons	15,956
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Clear		
Tuesday	Clear		
Wednesday	Cloudy		
Thursday	Rain		
Friday	Rain		
Saturday	Cloudy		

State Printing

December 15, 1953

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

It is the intention of the State Highway Commission to release to Parker-Schram Company a portion of the funds heretofore retained by the Commission on contract No. 3793, covering grading and paving on the Shogren-Rowena Unit of ~~the~~ Columbia River Highway in Wasco County.

This payment in the amount of $74,360.82 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $34,596.95. The present payment will be released on or after December 26, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

do
cc: Amerata & Schram
    440 Mead Building
    Portland 4, Oregon

TED ON CARD

12-15-53

Office of Superintendent
2525 North Larrabee Avenue
Portland 12, Oregon

DECEMBER 11, 1953

(File D 315-2-41)

NOTED
W. C. WILLIAMS

PARKER-SCHRAM COMPANY
200 Builders Exchange Building
Portland 4, Oregon

Gentlemen:

Under contract between your Company and the Oregon State Highway Commission, you are performing work on the Mosier-Rowena Section of Columbia River Highway in Wasco County, Oregon. This highway is near the main line railroad of Oregon-Washington Railroad & Navigation Company (leased to Union Pacific Railroad Company). Your work has resulted in some damage to the Railroad Company's tracks and facilities.

Enclosed herewith in duplicate is Union Pacific Bill No. 644193 dated December 1, 1953, for $78.33, covering part, but not all, of this damage. Bills for other damage will be rendered when compiled. Bill No. 644193 covers certain damage by your blasting operations at Railroad M.P. 75.9, near Rowena, Oregon, on August 14, 1953.

Please favor us with payment at your early convenience.

Yours very truly,

J G Kimmell

J. G. Kimmell,
Superintendent

enc.
cc: Glens Falls Indemnity Company, Glens Falls, New York.

Glens Falls Indemnity Company, c/o Amerata & Schram,
440 Mead Building, Portland 4, Oregon.

Oregon State Highway Department, Salem, Oregon
(Atten: Mr. R. H. Baldock, State Highway Engr.)

RECEIVED
NOV 27 1953
FOR FILING

November 24, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 21, 1953 on Contract No. 3793, Shogren-Rowena Unit, Mosier-The Dalles Section, in Wasco County, in connection with Federal Aid Project No. BFI-35 (7).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:eh

cc: John Cattrell

RECEIVED FOR FILING

November 17, 1953

Parker-Schram Co.
200 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 29, 1953, had under discussion your request for an extension of time from September 30 to November 29, 1953 within which to complete your contract No. 3793, covering the Thogren-Rowena Unit, Mosier-The Dalles Section of the Columbia River Highway in Wasco County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

M. W. Stump,
Resident Engineer

H. G. Smith,
Construction Engineer

NOV 18 1953
FOR FILING

Salem, Oregon
November 17, 1953

Mr. M. M. Stump
Resident Highway Engineer
The Dalles, Oregon

Dear Sir:

Pursuant to telephone calls from Mr. Dean Swift November 16 regarding corrections on Estimate No. 14, Shogren-Rowena Unit in Wasco County, Contract No. 3793, we have revised our copies of the Estimate as follows:

Item 3, Special Borrow Excavation, line 4; 680,000 cu. yds. instead of 773,000 cu. yds. Quantities handled since last Estimate - 93,000.

Item 6, Short Overhaul, line 6; 4,600,000 yd. sta. instead of 4,900,000 yd. sta. Total to Date 5,787,300. Quantities handled since last Estimate - 286,000.

The above revisions will reduce the Estimate $40,200.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:tp

cc: W. E. Chandler

Chas. T. Parker
Carl A. Schram

PARKER-SCHRAM COMPANY
GENERAL CONSTRUCTORS

Builders Exchange Building
Portland 4, Oregon

3793

NOTED
W. C. WILLIAMS

October 30, 1953

Mr. W. C. Williams, Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir:

Reference is made to complaints received from Mrs. Olive Lindsay and other residents of Lyle, Washington, alleging damage to homes at that location as the result of our blasting operations necessary in performance of our Contract No. 3793 for construction of the Shogren-Rowena Unit of the Columbia River Highway in Wasco County.

As advised in our letter of October 2 to Mr. Forrest Cooper of your department, because of these claims and the apparent remote possibility that we could be responsible for any damage at Lyle by reason of our blasting work with comparatively light charges on the Oregon side of the river, we caused a seismograph test to be made at Lyle on September 17 by the D. C. Toye Company Vibration Service, associated with the Vibration Engineering Company, in order to determine the degree of vibration intensity and damage potential at that location from our blasting operations at Rowena. As previously advised, the vibrations measured on that date proved to be negligible, but we believe the report submitted by Mr. John W. Jones, seismologist for the above firm, covering the test conducted at our request, was not only very complete and comprehensive but also interesting and instructive. With the thought that you might have the same reaction and likewise find the subject of interest, we are taking the liberty to send you herewith copy of the complete report.

For your further information, we are also quoting letter from Mr. Jones, transmitting his report, as follows:

> "At your request we have carried out a program of vibration measurement and analysis at your operation at Rowena, Oregon.
>
> "The following report deals with measurements of vibrations from a blast in the west end of the old UP tunnel on September 17, 1953. The vibrations measured at the Lyle school were found to be ridiculously small, not nearly enough to constitute any kind of damage hazard to even the most "jerry-built" structures.
>
> "The original vibration record is attached to copy one of the report; it is important that it be preserved in your files as it is the only copy.
>
> "May we express our appreciation for the cooperation and consideration shown us by your employees, particularly Mr. Al Valla, at the Rowena project. If we can be of any further assistance in this matter or clarify any points for you, don't hesitate to call on us."

NOTED
FORREST COOPER

With kindest personal regards and the hope that you will find the enclosed report worthwhile reading, we are,

Yours very truly,

PARKER-SCHRAM COMPANY

By C A Schram

CASdb

cc: Mr. H. G. Smith, Construction Engineer
Oregon State Highway Department
Salem, Oregon

Enclosure

RECEIVED
NOV 2 1953
OREGON
STATE HIGHWAY COMMISSION

With kindest personal regards and the hope that you will find the enclosed report worthwhile reading, we are,

Yours very truly,

PARKER-SCHRAM COMPANY

By CASchram

CASdb

cc: Mr. H. G. Smith, Construction Engineer
Oregon State Highway Department
Salem, Oregon

Enclosure

RECEIVED
NOV 2 1953
OREGON
STATE HIGHWAY COMMISSION

INVESTIGATION OF VIBRATIONS FROM BLASTING AT ROWENA POINT, OREGON

Purpose of Test

The purpose of this test was to determine the damage and nuisance capabilities of vibrations from blasting operations of Parker-Schram Company at Rowena Point, Oregon.

Type of Operation

As a part of a road construction project, Parker-Schram Company is excavating a rock shoulder at the apex of Rowena Point on the Oregon side of the Columbia River. Excavation of this shoulder includes the destruction of an abandoned railroad tunnel through the shoulder. Short holes are drilled and loaded from within the tunnel in order to achieve proper fracture of the cement tunnel lining. The rock above the tunnel and on its river side is excavated to within a few feet of the tunnel by ordinary blasting techniques before the short-hole demolition blasts are made.

The Blast

The blast was a short-hole blast with a charge of 875 pounds of Trojan dynamite and Dupont gelatin dynamite. There were 600 pounds of Trojan 60% dynamite, 150 pounds of Trojan 75% dynamite, and 125 pounds of 40% Dupont gelatin dynamite in the shot. The powder was loaded in approximately 225 holes drilled into the tunnel lining to rock from the inside of the tunnel. The holes were spaced about equally on the walls and crown of the tunnel along the westernmost fifty feet of its length. An additional 28 holes were drilled and loaded above the west portal of the tunnel. The average hole depth was about six feet.

The powder was divided approximately equally between instantaneous caps, 25 milli-second delay caps, and 50 milli-second delay caps.

During our examination of loading methods employed at this operation, it was noted that care was being taken in the placement of the charges and their proper confinement and that the work was being done in a capable and efficient manner.

The vibration Record

The original seismographic record of the vibrations from this blast is attached to copy #1 of this report; it is important that it be preserved as no other copy exists.

The record represents a photographic enlargement of the actual motion of the ground at the recording location in the form of three lines. The top line (longitudinal) represents horizontal motion on a line joining the blast and the recording location; the bottom line represents motion at right angles to this; the middle line represents vertical motion. Deviations of these lines from their positions of rest amount to the exact motion of the ground magnified fifty times. Lines across the top of the record indicate the passage of time in 1/100ths of seconds with each tenth line marked heavier for ease in computation.

The Recording Location

For recording the vibration effects of this blast the seismograph was placed on the sidewalk at the southwest corner of the Lyle Primary School building at the top of the steps leading down to State Street. This was on the northeast corner of 3rd and State in Lyle, Washington.

The ground beneath the seismograph was the same as that beneath the school building and was unsaturated overburden of average thickness on top of basalt bedrock. This location was 5,000 feet east by north of the blast.

Vibration effects on Humans

In 1931 H. Reiher and F. J. Meister carried out comprehensive experiments to determine human response to vibration. The results of their studies showed precisely what vibrational intensities were noticeable, annoying, and severe in the judgement of ordinary persons. Their work is accepted as the authoritative reference in the field of human response to vibration.

The Reiher and Meister investigations proved that persons can easily feel vibrations which are of an intensity 1/10 to 1/100 that necessary to crack weak plaster in ordinary structures. In many areas conditions are such that perceptible, but not damaging vibrations can be felt to very large distances. Human perception of vibration is not valid as a criterion whereby claims of blast vibration damage can be considered to be valid or justified.

Persons not familiar with blast phenomena are prone to overestimate both the audible effects and the sensation of ground vibration. The noise of a blast is a very distinctive type of noise, one which is inherently associated with destruction. At short distances from even a very large commercial blast the actual sound pressure is seldom as great as the sound pressure close to an argumentive conversation. It is the distinctive quality of the noise of an explosion and the psychological associations which cause rational persons to become alarmed about nearby commercial blasting rather than destructive vibration effects in nearly every case.

Vibration Effects on Structures

The U. S. Bureau of Mines as the result of a lengthy research program has determined an index of damage to plaster, the weakest of structural materials. They have experienced actual damage at a frequency of 10 cycles per second with displacements of 0.050". This value has been authenticated by thousands of tests by professional vibration consultants and is a generally recognized damage index.

As a result of extensive investigations the State of New Jersey has enacted statutes defining allowable limits of vibrations which "...shall be considered neither to produce structural damage in any structure that has been reaonably well constructed according to accepted engineering practice nor to constitute a nuisance to persons.". Under these statutes a ground displacement of 0.0305" at a wave frequency of ten cycles per second is permissible. This amount of vibration, incidently, would be perceptible to nearly any person not on a moving vehicle.

The Commonwealth of Pennsylvania, Department of Mines, has adopted a set of rules to meet the requirements of act no. 472, sect. 20 approved June 27, 1947, governing the use of explosives in connection with strip mining operations in the Anthracite Region. The first of these rules states that in no case shall the ground displacement be in excess of 0.030" due to any blast.

It has been demonstrated that vibrations not intense enough to damage buildings are not strong enough to cause failure of the ground on which the buildings rest.

Results of this Blast

The vibrations from this blast show as weak "wobbles" in the three lines of the seismogram. The maximum displacement of the ground was less than 0.0003" at a wave frequency of 10 cycles per second (average frequency).

Concussion

It has been proven conclusively that concussion from even a short-hole blast designed to break rock will not cause windows to shatter at a distance of only a few tens of feet. In tests conducted by the U. S. Bureau of Mines no single instance has been recorded of broken glass near a commercial blasting operation of any kind, with the exception of those actually struck by missiles thrown into the air by the blasts.

Analysis

The vibrations from the blast of September 17 (11:40am) were 1/100th the intensity specified as the safe upper limit of vibration by the State of New Jersey. They were 1/165th the intensity of the weakest vibrations which could crack plaster, according to the U. S. Bureau of Mines. Obviously, a very much larger blast would be necessary under the conditions at Rowena Point to produce vibrations of dangerous intensity in Lyle, Washington. For example: a milli-second delay blast of 20 times as much powder as in the shot of September 17, 17,500#, should cause ground vibrations at Lyle 6-9 times as intense as that measured in this test. The vibration in Lyle from this larger blast would be about 1/13th the intensity of the maximum vibration allowed in New Jersey. (These computations are based on the time-tested tables of the U. S. Bureau of Mines; we assume only that the blasting methods in the large blast are the same as in the test blast.)

Conclusions

On the basis of our measurements, The Vibration Engineering Company's wide experience, and the best reference data available: a millisecond delay blast of normal size, say up to 18,000 pounds of dynamite, at Rowena Point employing the same blasting methods as in the blast of September 17, would be expected to cause vibrations in Lyle, Washington that are only a small fraction of the intensity considered to be dangerous to the weakest of structural materials.

D. C. Toye Company Vibration Service

Associated with:

The Vibration Engineering Company

By /s/ John W. Jones
John W. Jones, Seismologist

JJ/j

RECEIVED
OCT 21 1953
FOR FILING

October 20, 1953

Request for extension of time
No. 12
October 29 and 30 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Parker-Schram Company for an extension of time on the Shogren-Rowena Section, Columbia River Highway, Contract No. 3793, from September 30, 1953 to November 29, 1953.

This contract involved moving the railroad tracks and signal system in the vicinity of the Mosier Tunnel, and the slowness of the railroad company in moving these facilities seriously delayed the contractor. Every effort was made on his part to expedite the work, and it is my belief that the extension should be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

EAP:js

RECEIVED
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

October 6, 1953

Parker-Schram Company
200 Builders Exchange Building
Portland 4, Oregon

NOTED
W. C. WILLIAMS

Attention: Carl A. Schram

Dear Sirs:

Thank you very much for your letter of October 2, 1953 re the alleged damage to properties in Lyle, Washington.

There is no doubt in my mind that your statement that the claims are ridiculous is correct. These things are just some of the minor irritations that must be lived through in the construction of highways.

I want you to know that we appreciate your attitude in this matter and are also pleased to know that you have gone to such pains to have secured information to combat these absurd claims.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams

Chas. T. Parker
Carl A. Schram

PARKER-SCHRAM COMPANY

GENERAL CONSTRUCTORS

Builders Exchange Building
Portland 4, Oregon

RECEIVED
FOR FILING

3142

October 2, 1953

NOTED
W. C. WILLIAMS

Mr. Forrest Cooper
Assistant Construction Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Reference is made to your letter of September 28 advising that further complaint has been received from Mrs. Olive Lindsay of Lyle, Washington, to the effect that no one has ever actually inspected the damage to the interior of her home which she claims was caused as the result of blasting operations in the performance of our Contract No. 3793 for construction of the Shogren-Rowena unit of the Columbia River Highway in Wasco County.

As previously advised, Mr. McQuade of the Glens Falls Indemnity Company in company with a building engineer made an inspection of the Lindsay premises on February 19, 1953, and reached the conclusion that we were not responsible for any of the damage that was visible, but unfortunately were unable to contact Mrs. Lindsay at that time as she was not at home.

Subsequently, we regret that Mrs. Lindsay has evidently been quite active in stirring up other residents of the community as to the possibility of damage from this cause and has probably been largely instrumental in starting other complaints that have since been filed.

As the result of one of these claims involving alleged damage to the schoolhouse at Lyle resulting from a 16[illegible] shot with 9 delays exploded on or about September 14, we had a seismograph test made at Lyle at the time of the next shot on September 17 by the D. C. Toye Company Vibration Service, associated with The Vibration Engineering Company, in order to determine the exact situation with respect to vibration occurring from these blasts. For your information, their report covering this test indicated that the vibrations recorded from the blast on September 17 were only 1/165th the intensity of the weakest vibrations which could crack plaster, according to the U. S. Bureau of Mines, and in conclusion stated:

> "On the basis of our measurements, The Vibration Engineering Company's wide experience, and the best reference data available: a millisecond delay blast of normal size, say up to 18,000 pounds of dynamite, at Rowena Point employing the same blasting methods as in the blast of September 17 would be expected to cause vibrations in Lyle, Washington, that are only a small fraction of the intensity considered to be dangerous to the weakest of structural materials."

Based on the facts developed in this test, it is obvious that these claims of structural damage occurring at Lyle as the result of our shots at Rowena are ridiculous, as the vibrations measured at that location were found to be mere weak "wobbles" in the three lines of the seismogram and entirely inadequate to constitute any kind of damage hazard to even the most fragile structures.

The Glens Falls Indemnity Company advise that they will probably have a representative in the Lyle area within the next week or ten days and will at that time explain the situation to Mrs. Lindsay and advise her of their decision in the matter.

Yours very truly,

PARKER-SCHRAM COMPANY

By

CASdb

cc: W. C. Williams, Assistant State Highway Engr.
Oregon State Highway Department
Salem, Oregon

Glens Falls Indemnity Company
225 S. W. Fourth Ave.
Portland 4, Oregon

RECEIVED
OCT 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 6 1953
FOR FILING

3793

October 5th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Shogren-Rowena Unit Contract #3793, Oregon BFI-35(7), from September 30, 1953, to November 29, 1953, to Parker-Schram Co., contractors.

This contract involved moving the railroad tracks and signal sytem in the vicinity of the Mosier Tunnel, and the slowness of the Railroad Company in moving these facilities seriously delayed the contractor. Every effort was made on his part to expedite the work and it is my belief that the extension should be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc to : H. G. Smith

RECEIVED
OCT 6 1953
FOR FILING

BF1-35( )

3793

October 5th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Shogren-Rowena Unit Contract #3793, Oregon BF1-35(7), from September 30, 1953, to November 29, 1953, to Parker-Schram Co., contractors.

This contract involved moving the railroad tracks and signal sytem in the vicinity of the Mosier Tunnel, and the slowness of the Railroad Company in moving these facilities seriously delayed the contractor. Every effort was made on his part to expedite the work and it is my belief that the extension should be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc to : H. G. Smith

RECEIVED
SEP 29 1953
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

FFI - 35(1)

[illegible]

September 28, 1953

Parker-Schram Company
200 Builders Exchange Building
Portland 4, Oregon

NOTED
W. C. WILLIAMS

Attention: Mr. C. A. Schram

Gentlemen:

On February 11, 1953 Mr. W. C. Williams, Assistant State Highway Engineer, called to your attention the matter of some alleged damage to the home of Mrs. Olive Lindsay, P. O. Box 21, Lyle, Washington, supposedly caused by blasting on your highway contract on the Oregon shore.

We have your letter of February 20th in which you explain about the shooting on your work and also note the report from Mr. McQuade of the Glen Falls Indemnity Company.

In spite of this, Mrs. Lindsay is still complaining and in her latest letter insists that the damage has not been inspected by anyone and that at the time Mr. McQuade was in Lyle there was no one at home and her house was locked up, therefore, the damage could not have been inspected.

While it seems out of reason that your blasting could have damaged a house 2½ miles away on the north shore of the Columbia River, still the lady persists and we would appreciate it if you would have someone from your insurance company call on her and explain the situation.

We would appreciate a report from you, as Mrs. Lindsay is still complaining.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams

RECEIVED
[illegible] 1953
FOR FILING

4528

September 28, 1953

Mrs. Olive Lindsay
Post Office Box 21
Lyle, Washington

Dear Mrs. Lindsay:

In reply to your letter of September 18, I wish to advise that your complaint has again been referred to the contractor, Parker-Schram Company, and their insurance underwriters, the Glens Falls Indemnity Company.

Any further correspondence should be had with them.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

FC: me

cc Mr. Forrest Cooper

No. 4508
By wcw

ASSIGNMENT

Date: **September 22, 1953**

Description: **Letter of September 18 by Mrs. Aline Lindsay, Lyle, Washington, regarding damages which she says were caused by Parker-Schram Company (Shogren-Rowena Unit, Mosier-The Dalles Section)**

Acknowledged by _____ Referred to ______Smith______

Investigate and report with recommendation
xx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ______________ signature

Assignment executed 9-28-53 Report received ________

Remarks:

PLEASE RETURN TO W. C. WILLIAMS

Lyle Washington.
Sept 18 - 1953

Oregon State. Highway Department.
State Highway Building
Salem Oregon.

Dear Sirs am writing in regard to Damage done to my home. from Blasting. by Parker-Schra Co. on Columbia River Highway. across River from Lyle. last mondays Blast damaged my home badly. also school. and other homes they were over here Wednesday. contacting those who were damaged. 2 parties told them to come and look at my house. they did not come near. they reported last spring when they damaged my place then that they inspected

PLEASE RETURN TO W. C. WILLIAMS

NOTED W. C. WILLIAMS

NOTED FORREST COOPER

it and found no damage.
they did not inspect my home,
as I was away. They was not
in house. I was told they
did walk around the house.
then left. Please ask that
they come and inspect house
both inside side and out. They
will find plenty of damage.
around 35 bad ones inside
besides smaller ones. and Blocks
cracked. and mortar loose all
around out side. am asking
them to kindly come. if they dont
then will do otherwise.

Thank you
Mrs Aline Lindsay.
P.O. Box 21 Lyle Wash.

Form PR 2 (Revised 1950)

State Oregon

Project No. BFI-35(7)

Federal Aid Bond Issue

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 23rd day of September, 1953,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 20th day of November, 1951, a program, which was approved on the 15th day of January, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 25th day of June, 1952; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of

eight-hundred fifty thousand and 00/100

dollars ($850,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by Chapter 491, (Include date and citation of Oregon Laws 1951, viz.: act of legislature by which authorized)

(*b*) [illegible]

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	10,000,000	Mar. 1, 1953	Mar. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1574+00 in the SE 1/4, Section 36, T-3-N, R-11-E, W.M. and survey station 1890+50 in the NE 1/4, Section 11, T-2-N, R-12-E, W.M., except stations 1575+73.77 to 1578+84.93,

, length 5.406 miles, in Wasco County,

being Oregon Federal Aid Bond Issue/project No. BFI-35(7), consisting of 5.406 miles of roadway and one / highway underpass structure of no net mileage. [illegible], [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of eight hundred fifty thousand and 00/100 dollars ($850,000.00), which does not exceed the authorized Federal pro rata share of one million, three hundred seventy-two thousand one hundred sixty-nine and 15/100 dollars ($1,372,169.15), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By

Division Engineer,
Bureau of Public Roads.

RECEIVED
SEP 28 1953
DIVISION 8

SEP 25 1953

Oregon State Highway Department

Federal Aid Project
No. FI-35 ~~(17)~~
(7)

SHOGREN-ROWENA SECTION OF THE
COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 18, 1953

Type Code 6201
Roadway (Sta. 1574+00 to Sta. 1890+50)(Contract No. 3793)

All Required		Clearing and Grubbing		$ 23,000.00
40	Cu. Yds.	Structural Excavation, Unclassified	$ 3.50	140.00
944,000	Cu. Yds.	Special Borrow Excavation, Unclassified	0.40	377,600.00
128,000	Cu. Yds.	General Excavation, Location "A", Unclassified	0.50	64,000.00
336,000	Cu. Yds.	General Excavation, Location "B", Unclassified	1.10	369,600.00
7,800,000	Yd. Stas.	Short Overhaul	0.01	78,000.00
235,000	C-Yd. Stas.	Long Overhaul	0.45	105,750.00
2.17	Miles	Finishing Roadbed and Slopes	750.00	1,627.50
5,000	Lin. Ft.	Rounding Cutbanks	0.20	1,000.00
50	Lin. Ft.	18" Corrugated Metal Pipe	4.40	220.00
220	Lin. Ft.	24" Extra Strength Corrugated Metal Pipe	8.25	1,815.00
150	Lin. Ft.	48" Extra Strength Corrugated Metal Pipe	22.50	3,375.00
140	Lin. Ft.	72" Sectional Plate Pipe	53.00	7,420.00
70	Only	Concrete Sight Posts	10.00	700.00
1,200	Lin. Ft.	Metal Guard Rail	3.00	3,600.00
26,000	Cu. Yds.	2" - 0 Rock in Base	2.00	52,000.00
10,000	Cu. Yds.	3/4" - 0 Rock in Base and Shoulders	2.30	23,000.00
1,000	M-Gals.	Sprinkling	2.00	2,000.00
5.41	Miles	Preparation of Base, Main Highway	200.00	1,082.00
0.66	Miles	Preparation of Base, Detour Roads	200.00	132.00
800	Cu. Yds.	3/4" - 0 Rock in Binder Course	3.00	2,400.00
130	Tons	RC-3 Asphalt in Binder Course	42.00	5,460.00
300	Cu. Yds.	Furnishing and Placing Aggregates	4.00	1,200.00
24	Tons	Furnishing and Placing 150-200 Asphalt	40.00	960.00
16,000	Tons	Class "B" Asphaltic Concrete	5.80	92,800.00
70	Tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	3,080.00
400	Cu. Yds.	Aggregate in Seal Coat	4.00	1,600.00
		Subtotal		$1,223,561.50
		10% Engr. & Cont.		122,356.15
		Total		$1,345,917.65

Type Code X721
Lyle Ferry Road Undercrossing (Sta. 1857+50.27)(Contract No. 3852)

180	Cu. Yds.	Structural Excavation	$ 10.00	$ 1,800.00
10	Cu. Yds.	Excavation Below Elevation Shown	15.00	150.00
200	Cu. Yds.	Class "A" Concrete	80.00	16,000.00
42,000	Lbs.	Metal Reinforcement	0.975	4,095.00
240	Sq. Yds.	Concrete Slab Riprap	7.00	1,680.00
70	Lin. Ft.	6-inch Drain Pipe	2.00	140.00
		Subtotal		$ 23,865.00
		10% Engr. & Cont.		2,386.50
		Total		$ 26,251.50

Length of Roadway	5.406 Miles
Length of Bridge	0.059 Mile (Exception)
Total Length	5.465 Miles
Cost per Mile	$248,967.38

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$1,345,917.65	$833,739.00	$512,178.65
Structure	26,251.50	16,261.00	9,990.50
	$1,372,169.15	$850,000.00	$522,169.15

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939; Chap. 491, laws 1951.

State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department Federal Aid Project No. BFI-35 (7)

SHOGREN-ROWENA SECTION OF THE
COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 5, 1953

Type Code #201
Roadway (Sta. 1574+00 to 1890+50)(Contract No. 3793)

All Required		Clearing and Grubbing		$ 23,000.00
40	cu. yds.	Structural Excavation, Unclassified	$ 3.50	140.00
944,000	cu. yds.	Special Borrow Excavation, Unclassified	0.40	377,600.00
128,000	cu. yds.	General Excavation, Location "A", Unclassified	0.50	64,000.00
336,000	cu. yds.	General Excavation, Location "B", Unclassified	1.10	369,600.00
7,800,000	yd. sta.	Short Overhaul	0.01	78,000.00
235,000	C-yd. sta.	Long Overhaul	0.45	105,750.00
2.17	miles	Finishing Roadbed and Slopes	750.00	1,627.50
5,000	lin. ft.	Rounding Cutbanks	0.20	1,000.00
50	lin. ft.	18-inch Corrugated Metal Pipe	4.40	220.00
220	lin. ft.	24-inch Extra Strength Corrugated Metal Pipe	8.25	1,815.00
150	lin. ft.	48-inch Extra Strength Corrugated Metal Pipe	22.50	3,375.00
140	lin. ft.	72-inch Sectional Plate Pipe	53.00	7,420.00
70	only	Concrete Sight Posts	10.00	700.00
1,200	lin. ft.	Metal Guard Rail	3.00	3,600.00
26,000	cu. yds.	2" - 0 Rock in Base	2.00	52,000.00
10,000	cu. yds.	3/4" - 0 Rock in Base and Shoulders	2.30	23,000.00
1,000	M-gal.	Sprinkling	2.00	2,000.00
5.41	miles	Preparation of Base, Main Highway	200.00	1,082.00
0.66	mile	Preparation of Base, Detour Roads	200.00	132.00
800	cu. yds.	3/4" - 0 Rock in Binder Course	3.00	2,400.00
130	tons	RC-3 Asphalt in Binder Course	42.00	5,460.00
300	cu. yds.	Furnishing and Placing Aggregates	4.00	1,200.00
24	tons	Furnishing and Placing 150-200 Asphalt	40.00	960.00
16,000	tons	Class "B" Asphaltic Concrete	5.80	92,800.00

70	tons	RS-1 Emulsified Asphalt in Seal Coat	$44.00	$ 3,080.00
400	cu. yds.	Aggregate in Seal Coat	4.00	1,600.00
		Subtotal		$1,223,561.50
		10% Engr. & Cont.		122,356.15
		Total		$1,345,917.65

Type Code X721
Lyle Ferry Road Undercrossing (Sta. 1857+50.27)

180	cu. yds.	Structural Excavation	$10.00	$ 1,800.00
10	cu. yds.	Excavation Below Elevation Shown	20.00	200.00
200	cu. yds.	Class "A" Concrete	70.00	14,000.00
42,000	lbs.	Metal Reinforcement	0.12	5,040.00
240	sq. yds.	Concrete Slab Riprap	7.00	1,680.00
70	lin. ft.	6-inch Drain Pipe	3.00	210.00
		Subtotal		$ 22,930.00
		10% Engr. & Cont.		2,293.00
		Total		$ 25,223.00

Length of Roadway	5.406 miles
Length of Bridge	0.059 mile
Total Length	5.465 miles
Cost per mile	$248,967.38

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$1,345,917.65	$834,364.00	$511,553.65
Structure	25,223.00	15,636.00	9,587.00
	$1,371,140.65	$850,000.00	$521,140.65

Oregon State Highway Department

Federal Aid Project
No. FI-35 (7)

SHOGREN-ROWENA SECTION OF THE
COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 23, 1952

Type Code 6201 1574+00
Roadway (Sta. 1777+60 to 1890+50)

All Required		Clearing and Grubbing		$ 10,000.00
40	cu. yds.	Structural Excavation, Unclassified	$ 3.50	140.00
944,000	cu. yds.	Special Borrow Excavation, Unclassified	0.45	424,800.00
128,000	cu. yds.	General Excavation, Location "A", Unclassified	0.75	96,000.00
336,000	cu. yds.	General Excavation, Location "B", Unclassified	1.35	453,600.00
7,800,000	yd. stas.	Short Overhaul	0.015	117,000.00
235,000	C-yd. stas.	Long Overhaul	0.50	117,500.00
2.17	miles	Finishing Roadbed and Slopes	800.00	1,736.00
5,000	lin. ft.	Rounding Cutbanks	0.20	1,000.00
50	lin. ft.	18-inch Corrugated Metal Pipe	4.50	225.00
220	lin. ft.	24-inch Extra Strength Corrugated Metal Pipe	6.50	1,430.00
150	lin. ft.	48-inch Extra Strength Corrugated Metal Pipe	15.00	2,250.00
140	lin. ft.	72-inch Sectional Plate Pipe	40.00	5,600.00
70	only	Concrete Sight Posts	10.00	700.00
1,200	lin. ft.	Metal Guard Rail	3.00	3,600.00
26,000	cu. yds.	2" - 0 Rock in Base	2.00	52,000.00
10,000	cu. yds.	3/4" - 0 Rock In Base and Shoulders	2.25	22,500.00
1,000	M-gals.	Sprinkling	2.50	2,500.00
5.41	miles	Preparation of Base, Main Highway	200.00	1,082.00
0.66	mile	Preparation of Base, Detour Roads	250.00	165.00
800	cu. yds.	3/4" - 0 Rock in Binder Course	3.50	2,800.00
130	tons	RC-3 Asphalt in Binder Course	42.00	5,460.00
300	cu. yds.	Furnishing and Placing Aggregates	4.00	1,200.00
24	tons	Furnishing and Placing 150-200 Asphalt	40.00	960.00
16,000	tons	Class "B" Asphaltic Concrete	6.00	96,000.00
70	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	3,150.00
400	cu. yds.	Aggregate in Seal Coat	5.00	2,000.00
			Subtotal	$1,425,398.00
			10% Engr. & Cont.	142,539.80
			Total	$1,567,937.80

Length of Roadway	5.406 miles
Length of Bridge	0.059 miles (Exception)
Total	5.465 miles
Cost Per Mile	$290,036.58

Federal Funds -	$ 972,000.00
State Funds -	595,937.80
	$1,567,937.80

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AUG 25 1953
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August 21, 1953

Mr. J. G. Kimmell, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Your File: D 315-2-41

Dear Sir:

Receipt is acknowledged of your letter of August 18, advising that railroad communication lines were damaged on August 14 at Railroad M. P. 75.9 by operations of Parker-Schram Company, contractor on the Mosier-Rowena Section.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

me

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UNION PACIFIC RAILROAD COMPANY
Office of Superintendent
2525 North Larrabee Avenue
Portland 12, Oregon

REGISTERED MAIL -
RETURN RECEIPT REQUESTED

AUGUST 18, 1953
(File D 315-2-41)

Glens Falls Indemnity Company
Glens Falls, New York

Glens Falls Indemnity Company
c/o Amerata & Schram
440 Mead Building
Portland 4, Oregon

cc: Parker-Schram Company
200 Builders Exchange Bldg.
Portland 4, Oregon

cc: Oregon State Highway Department
Salem, Oregon
(Atten: Mr. R. H. Baldock,
State Highway Engineer)

Gentlemen:

Please refer to GLENS FALLS INDEMNITY COMPANY POLICY NO. SPL-50563 in favor of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and The Western Union Telegraph Company, covering damage to property occurring during construction of the Mosier-Rowena Section of the Columbia River Highway.

In accordance with the Policy, Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company hereby notify you that railroad property (communication lines) was damaged by operations of Highway Contractor, Parker-Schram Company, on AUGUST 14, 1953, Railroad M.P. 75.9.

We expect to present a claim for this damage when the amount has been determined.

Please acknowledge receipt of this letter?

Yours very truly,

J G Kimmell

J. G. Kimmell,
Superintendent

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[illegible]
Easement

RAILROAD COMPANIES
FILE No. [illegible]

Salem, Oregon
July 24, 1953

Agenda Item 1-B-1
File 18343 - Chatfield
Showgren-Rowena Unit
Columbia River Highway
Wasco County

Mr. R. L. Porter
Right of Way Engineer
Office

Attached hereto for further handling is the fully executed original easement granting to the O.W.R. and N. Company a spur track easement on the former Chatfield property that the state purchased on the Shogren-Rowena Section in Wasco County.

The fully executed duplicate copy of the above easement has been retained in this office for the Commission's files.

Yours very truly,

Secretary

rn
Attach: 1

1-B.1

AGENDA
JUL 22 53

1-B.1

FORM E-30 25M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 9, 1953

SUBJECT: AGENDA ITEM FOR JULY 22nd MEETING

File 18343 - Chatfield
Shogren-Rowena Unit
Columbia River Highway
Wasco County

To: Mr. H. B. Glaisyer
Secretary
Oregon State Highway Commission
OFFICE

Will you kindly place on the next agenda the matter of granting to the O. W. R. and N. Company a spur track easement on the former Chatfield property that the state purchased on the Shogren-Rowena Section in Wasco County.

Enclosed herewith are two copies of the easement for the Highway Commission's signature in case they approve the transaction and request that, should they approve same, the original executed copy be returned to me for further handling.

This matter will be presented either by the Chief Counsel or the Right of Way Engineer.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP/fn

Enc.

"A"

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R. E.

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FORM E-30 25M 9-51 [illegible]

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 9, 1953

SUBJECT: File 18343 - Chatfield
Shogren-Rowena Unit
Columbia River Highway
Wasco County

To: Mr. W. C. Williams
Ass't. Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

As requested, I submit herewith a short history of the application of the Union Pacific Railroad for a spur track easement over a portion of the former Chatfield property which the state has purchased.

1. On September 30, 1952, the Union Pacific Company's Mr. Callahan submitted a form of easement to us covering their requested easement. I referred this matter to Mr. DeSouza for examination and told him that the Right of Way Department had no objection to granting the easement, providing the railroad company, in turn, would grant to us some right of way and a release of easement which is covered by our file 18497. No written answer was ever transmitted to Mr. Callahan although, as I recall, it was discussed with him and Mr. Spencer by phone.

2. On November 12, 1952, Mr. Callahan sent a follow-up letter in which he asked how the request was progressing. I asked Mr. DeSouza to answer this letter which he did on November 19, 1952, and in his answer, he raised some minor objection to the form of easement.

3. Mr. Callahan replied to this last letter on November 28, 1953, and I believe overcame the objections which Mr. DeSouza previously raised. This letter was directed directly to Mr. DeSouza and I do not know whether or not he replied by phone, but the file discloses no written answer.

4. On January 14, 1953, Mr. Callahan sent another follow-up letter to Mr. DeSouza and the file discloses no answer.

5. On April 29, 1953, another follow-up letter was addressed to Mr. DeSouza with a carbon copy to myself (today is the first time I have seen the carbon) in which he again requests an answer as to what progress has been made in granting the easement. The file discloses no answer.

6. On May 27, 1953, another letter was addressed to Mr. DeSouza which indicates a carbon copy was sent to myself, (I have never seen this copy) again requesting information as to what progress is being made towards granting the easement. The file discloses no answer.

7. On June 26, 1953, Mr. Callahan again addressed his letter to Mr. DeSouza with a copy to myself (I have not seen the copy until this date) in which he again requests advice as to what action has been taken on their application. The file discloses no answer.

During the above period, I have discussed this matter verbally with both Mr. Callahan and Mr. Spencer on several occasions and, as I recall, I told them that I knew there should be no hitch in eventually getting the easement approved, although this probably could not be done until our right of way application had been approved by the Union Pacific Railroad Company.

The file discloses that on April 23, 1953, Mr. DeSouza forwarded to the railroad company an agreement that had been executed by the Highway Commission covering our right of way transaction and there is now certainly no reason for further delaying the railroad's application for the spur track easement. On this date, Mr. Enfield has approved the form of easement as to legality and it will be presented to the Highway Commission for execution on July 22, 1953. Immediately thereafter, it will be forwarded to the Union Pacific.

I will, on this date, acknowledge Mr. Callahan's letter of June 26, 1953, and advise him as to what is being done.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP/fn

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file

Salem, Oregon
April 17, 1953

Agenda Item 1B-14

Mr. C. W. Enfield
Chief Counsel
Office

Attention: Mr. J. W. DeSouza

Attached for further handling is an executed copy of "Relinquishment Agreement" with O.W.R. & N. Railroad Company re original road easement across the Chatfield property on the Shogren-Rowena Unit of the Columbia River Highway, also, the original and duplicate copy of an "Easement Agreement" with the O.W.R. & N Railroad Company for a roadway outside of highway right of way and right to maintain and use a private roadway within the right of way boundaries on the Shogren-Rowena Unit of the Columbia River Highway. These copies have been signed by the State Highway Commission and are now ready for the signatures of the Officials of the Railroad Company.

When fully signed please return one copy of the agreement to this office for the Commission's files.

Yours very truly,

Acting Secretary

rn
Attach: 3

filed 7-27-53

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[illegible]

Office of the Superintendent
2525 N. Larrabee Avenue
Portland 12, Oregon

APRIL 17, 1953

(File: D 315-2-40)

PARKER-SCHRAM COMPANY
200 Builders Exchange Building
Portland 4, Oregon

Gentlemen:

Under contract between your Company and the Oregon State Highway Commission you are performing work on the Mosier-The Dalles Section of the Columbia River Highway in Wasco County, Oregon. This highway is near the main line railroad of Oregon-Washington Railroad & Navigation Company (leased to Union Pacific Railroad Company). Your work has resulted in some damage to the Railroad Company's tracks and facilities.

Enclosed herewith is Union Pacific Bill No. 615643 dated April 1, 1953, for $53.29, covering part, but not all, of this damage. Bills for other damage will be rendered when compiled. Bill No. 615643 covers certain damage by your blasting operations between Railroad Mile Posts 75.2 and 76 on October 30th and December 19, 1952. Please favor us with payment at your early convenience.

Yours very truly,

A McAllister

A. McAllister,
Superintendent

enc.

cc: Glens Falls Indemnity Company
225 S. W. 4th Avenue
Portland, Oregon

Glens Falls Indemnity Company
c/o Amerata & Schram
440 Mead Building
Portland, Oregon

Mr. R. H. Baldock, State Hwy. Engr.
Oregon State Highway Commission
Salem, Oregon

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AGENDA
APR 8 1953

B-14

3793

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 2, 1953

SUBJECT: File 18497 - OWR&N Co.
Shogren-Rowena Unit
Columbia River Highway

To: Mr. Floyd Query
Acting Secretary, Highway Commission
O F F I C E

Dear Mr. Query:

Herewith I hand you original and first carbon copy of agreement relating to relinquishment of the railroad's original road easement across the Chatfield property on the Columbia River Highway and original of form of instrument covering easement for a roadway outside of the highway right of way and the right to maintain and use a private roadway within the right of way boundaries.

The instruments have been approved as to form by Mr. Enfield and myself and it is requested that after execution of the agreement, and after execution and acknowledgment of the easement instrument, all copies be returned to me for further handling.

Very truly yours,

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 3

2 agreements for signature

RE

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FFI-35(7)
3798

File

PACIFIC POWER & LIGHT COMPANY
Public Service Building
Portland 4, Oregon

March 27, 1953

COPY

Mr. R. H. Baldock, State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Enclosed are three copies of our invoice covering the cost of relocating poles on private property to make way for the reconstruction of the Shogren-Rowena section of the Columbia River Highway, U. S. 30.

Our authority to bill the State of Oregon Highway Commission for the cost of relocating said poles is covered by your letter of September 4, 1952.

Very truly yours,

(sgd) A. H. Prael

A. H. Prael
Right of Way Agent

AHP:mjh
Enc. 3

Original referred to [illegible]
with invoice

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R. 71-[illegible]

[illegible]

3997

March 20, 1953

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 North Larrabee Street
Portland 12, Oregon

Dear Sir:

I have delayed answering your letter of February 6 regarding shooting by the Parker-Schram Company at your Tunnel No. 3 on the Shogren-Rowena Section, Contract No. 3793, as the contractor seemed to be working more in line with your ideas than he anticipated originally by removing the rock over the top of the tunnel and deferring the widening of the grade at the bottom. He has up to date put off two good sized shots over the tunnel, and as far as can be determined they have not affected the tunnel. I think he is operating in his usual careful manner.

Parker-Schram has had a number of highway jobs requiring very careful shooting, such as the high bluffs at Oregon City adjacent to the Southern Pacific tracks and the Viento-Wygant Park Section, as well as numerous other jobs. All these jobs have been personally supervised by Mr. Parker, and I know of no contractor who has been more successful in his blasting operations. He takes a great deal of pride in his successful shooting, and I am confident the job will be handled without delays to the Railroad Company.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

HGS: me

cc Mr. H. G. Smith

ASSIGNMENT

No. 3997
By [illegible]

Date: February 9, 1953

Description: Letter of February 6, 1953 by E. F. Kidder of the Union Pacific Railroad Company re proposed shooting adjacent to tunnel on the Rowena section of the Parker-Schram job

Acknowledged by _____ Referred to __ Smith ✓ _________

Investigate and report with recommendation
xxx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 3-26-53
mi

Report received _______

Remarks: Please expedite.
WCW

Form 2552
2-52-150M

reet

W. C. WILLIAMS

NOTED
W. C. WILLIAMS

. Smith
hooting
e Parker-

I am not a powder expert, but in looking over the proposed method of shooting by the Contractor it seemed to me that there was a grave possibility of damage to our tunnel through which we operate. It is my thought that lighter shots should be put in. As a matter of fact, it seems to me that instead of shooting the bottom, as it is the intention of the Contractor, they should work more from the top, sloping back over the tunnel until such a time as we are on the new line and operating around it.

In any event, whatever method is used, it is going to have to be handled with extreme caution. It must be understood that there cannot and must not be any damage to our tunnel while we are operating through it and the Railroad Company expects the Highway Department to see that the Contractor handles his work so as to avoid any possibility of damage occurring, which, as you know, would result in train detours and serious delays to our traffic.

I think you should handle the matter with the Contractor, inasmuch as he is working for you and under your jurisdiction.

Yours very truly,

E F Kidder

E. F. Kidder,
Division Engineer.

EFK/f

RECEIVED
FEB 9 1953
OFFICE OF
STATE HIGHWAY ENGINEER

Form 2552
2-52-150M

UNION PACIFIC RAILROAD COMPANY

2525 North Larrabee Street
Portland 12, Oregon
February 6, 1953

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

My office, on my instructions, phoned Mr. Smith early in the week with reference to the proposed shooting adjacent to our tunnel on the Rowena section of the Parker-Schram job.

I am not a powder expert, but in looking over the proposed method of shooting by the Contractor it seemed to me that there was a grave possibility of damage to our tunnel through which we operate. It is my thought that lighter shots should be put in. As a matter of fact, it seems to me that instead of shooting the bottom, as it is the intention of the Contractor, they should work more from the top, sloping back over the tunnel until such a time as we are on the new line and operating around it.

In any event, whatever method is used, it is going to have to be handled with extreme caution. It must be understood that there cannot and must not be any damage to our tunnel while we are operating through it and the Railroad Company expects the Highway Department to see that the Contractor handles his work so as to avoid any possibility of damage occurring, which, as you know, would result in train detours and serious delays to our traffic.

I think you should handle the matter with the Contractor, inasmuch as he is working for you and under your jurisdiction.

Yours very truly,

E F Kidder

E. F. Kidder,
Division Engineer.

EFK/f

RECEIVED
FEB 9 1953
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
1953
FOR FILING

PFI [illegible]

2772

March 3, 1953

Parker-Schram Company
200 Builders Exchange Building
Portland 4, Oregon

Attention: Mr. C. A. Schram

Gentlemen:

Enclosed is a letter that has been received from Mrs. Olive Lindsay, of Lyle, Washington, in which she complains that proper investigation was not made as to her claim for damage to her residence.

I am of the opinion that the property is so far removed from your operations that you were not responsible, but this matter will probably go on and on unless someone from your Surety Company contacts Mrs. Lindsay personally and views the interior of her dwelling.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

Encl.

cc Mr. H. G. Smith

RECEIVED
1953
FOR FILING

PFI [illegible]

[illegible]

March 3, 1953

Parker-Schram Company
200 Builders Exchange Building
Portland 4, Oregon

Attention: Mr. C. A. Schram

Gentlemen:

Enclosed is a letter that has been received from Mrs. Olive Lindsay, of Lyle, Washington, in which she complains that proper investigation was not made as to her claim for damage to her residence.

I am of the opinion that the property is so far removed from your operations that you were not responsible, but this matter will probably go on and on unless someone from your Surety Company contacts Mrs. Lindsay personally and views the interior of her dwelling.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

Encl.

cc Mr. H. G. Smith

C
O
P
Y

Lyle, Washington
March 1, 1953

Oregon State Highway Dept.
Salem, Oregon.

Dear Sirs:

Recd. your letter of Feb. 27th 1953. Saying an investigation had been made of my home in Lyle where Blasting has damaged plaster. There has been no investigation. Two men were here, I am told. I was not home, house was locked, and they was not in house. You cant investigate anything one doesn't see. Therefore I want them to come and look this over. I can show them about 19 or 20 bad places where they have cracked rough crooked, and long, and open cracks. Nothing like an ordinary plaster crack, and they came from the Blasting that were put off by Parker-Schram contractors on the Rowena Unit of the Columbia River Highway. Please see that they look this damage over instead of reporting something they didn't do.

Yours sincerely,

(sgd) Mrs. Olive Lindsay

P. O. Box 21, Lyle, Wash.

RECEIVED
MAR 2 1953
FOR FILING

3713

11036

February 27, 1953

Mrs. Olive Lindsay
P. O. Box 21
Lyle, Washington

Dear Madam:

We are in receipt of a communication from the Parker-Schram Company, contractors on the Shogren-Rowena Unit of the Columbia River Highway in Wasco County, regarding your letter of February 9.

They advise that the matter has been investigated by the Glen Falls Indemnity Company, the company which carries their insurance against blasting damage, and they are doubtful that any of the cracks in your building were caused by blasting and, therefore, we understand that the insurance company will deny any liability in connection with the claim.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith

HGB fp

RECEIVED
1953
FOR FILING

4036

February 27, 1953

Parker-Schram Company
200 Builders Exchange Building
Portland 4, Oregon

Attention: Mr. C. A. Schram

Gentlemen:

I wish to thank you and the Glen Falls Indemnity Company for your promptness in investigating the complaint of Mrs. Olive Lindsay of Lyle, Washington that extensive damage was caused to her home by blasting.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

ASSIGNMENT

No. 4036
By wcw

Date: **February 24, 1953**

Description: **Letter of February 20 from Parker-Schram Company, contractor on the Shogren-Rowena Unit of the Columbia River Highway, re damage by blasting operations as per complaint of Mrs. Olive Lindsay**

Acknowledged by _____ Referred to ___ Smith ________

Investigate and report with recommendation
xxxx ~~Investigation,~~ such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________ signature

Assignment executed 2-25-53 mc Report received ________

Remarks:

NY

RS

Reference is made to your letter of February 11 enclosing copy of complaint from Mrs. Olive Lindsay of Lyle, Washington, that extensive damage has been caused to her home in Lyle allegedly as the result of blasting operations necessary in the performance of our Contract 3793 for construction of the Shogren-Rowena Unit of the Columbia River Highway in Wasco County.

You are correct in the assumption that any damage caused by blasting is covered by our insurance; and, in line with your suggestion, we referred the claim to our insurance company for investigation, although we could foresee very little possibility of our having any liability in the matter, for the following reasons:

(1) The house was located approximately 2½ miles away and across the Columbia River from our work.

(2) With the exception of some sand blasting and boulder shooting that involved minor quantities of explosives, up until the date of this complaint we had made only about 12 shots of any consequence, and even these with powder loads of 1,000# to not over 2,500# maximum and with the use of delay exploders (6 delays in some cases), which of course tends to dissipate the effect of the shock. These small loads compare with a total of about 55,000# of explosives, for instance, used in our largest shot at the Koberg Quarry on the Hood River-Mosier Project.

(3) Rogers Construction Company on the Unit adjoining our contract has also, during the same period, been performing blasting operations in connection with their work, using explosive loads up to 10 times or more greater than our maximum.

(4) Blasting operations were also being performed on the Washington side in much closer proximity to the site of the alleged damage.

For your information, Mr. McQuade of the Glens Falls Indemnity Company, in company with a building construction engineer, made a visual inspection of the premises yesterday and has submitted the following report of his findings:

Chas. T. Parker
Carl A. Schram

PARKER-SCHRAM COMPANY
GENERAL CONSTRUCTORS

Builders Exchange Building
Portland 4, Oregon

February 20, 1953

W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Reference is made to your letter of February 11 enclosing copy of complaint from Mrs. Olive Lindsay of Lyle, Washington, that extensive damage has been caused to her home in Lyle allegedly as the result of blasting operations necessary in the performance of our Contract 3793 for construction of the Shogren-Rowena Unit of the Columbia River Highway in Wasco County.

You are correct in the assumption that any damage caused by blasting is covered by our insurance; and, in line with your suggestion, we referred the claim to our insurance company for investigation, although we could foresee very little possibility of our having any liability in the matter, for the following reasons:

(1) The house was located approximately 2½ miles away and across the Columbia River from our work.

(2) With the exception of some sand blasting and boulder shooting that involved minor quantities of explosives, up until the date of this complaint we had made only about 12 shots of any consequence, and even these with powder loads of 1,000# to not over 2,500# maximum and with the use of delay exploders (6 delays in some cases), which of course tends to dissipate the effect of the shock. These small loads compare with a total of about 55,000# of explosives, for instance, used in our largest shot at the Koberg Quarry on the Hood River-Mosier Project.

(3) Rogers Construction Company on the Unit adjoining our contract has also, during the same period, been performing blasting operations in connection with their work, using explosive loads up to 10 times or more greater than our maximum.

(4) Blasting operations were also being performed on the Washington side in much closer proximity to the site of the alleged damage.

For your information, Mr. McQuade of the Glens Falls Indemnity Company, in company with a building construction engineer, made a visual inspection of the premises yesterday and has submitted the following report of his findings:

(1) The home in question is a pumice stone pre-cast concrete block house with mortar joints, built on a 4" concrete slab, and in the opinion of the engineer the cracks in evidence have been caused from a combination of settlement and contraction and expansion resulting from weather conditions. There is likewise evidence of old cracks and attempted repair by plastering that have occurred long previous to the start of our operations.

(2) The lady owner of a restaurant very near the site advised that she had a loose large window in the front of her building that would certainly have been dislodged and broken by any severe jar, and that in her opinion no shocks had occurred sufficient to cause damage.

(3) Information from the same source advised that the County had been putting off some shots about ~~one~~ 6 mile away on the Washington side that she believed caused more noise and vibration.

In view of these facts and conditions, it is our understanding that the Insurance Company intends to deny any liability in connection with this claim.

Yours very truly,

PARKER-SCHRAM COMPANY

By CASchram

CASdh

cc: Glens Falls Indemnity Company
225 S. W. Fourth Avenue
Portland 4, Oregon

RECEIVED
FEB 23 1953
OREGON
STATE HIGHWAY COMMISSION

4

RECEIVED
FOR FILING

[illegible] (7)

79[illegible]

Indexed
Alphabetically

Lindsay, Mrs. Olive

February 11, 1953

4004

Mrs. Olive Lindsay
P. O. Box 21
Lyle, Washington

Dear Madam:

The matter of damage to your home has been called to the attention of the Parker-Schram Company with the request that they arrange for their insurance company to investigate this matter. Should you not hear from them within a reasonable length of time, please contact this office again.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW:me:lg

cc Mr. H. G. Smith

C

RECEIVED
FEB
FOR FILING

February 11, 1953

Parker-Schram Company
200 Builders Exchange Bldg.
Portland 4, Oregon

Dear Sirs:

I attach copy of a letter from Mrs. Olive Lindsay, P. O. Box 21, Lyle, Washington, concerning damage to her new house from blasting on the Shogren-Rowena Unit of the Mosier-The Dalles Section.

I presume blasting damage is covered by your insurance; therefore, I request tnat you ask your insurance company to investigate this. I would appreciate a report as soon as they come to any conclusion.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith

HGS fp

No. 4m4
By 2

ASSIGNMENT

Date: February 10, 1953

Description: Letter of February 9 by Mrs. Olive Lindsay of Lyle, Washington regarding blasting by Parker-Schram Company

Acknowledged by _____ Referred to ___Smith________

Investigate and report with recommendation
xxx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ______________ signature
____
____

Assignment executed ________ Report received ________

Remarks:

Lyle wash.
Feb-9-1953

Oregon State Highway Comission.
Salem Oregon.

Dear Sirs.

am writing you in regard to the Blasting. by Parker-Schramm-consruction Co. on Rowena-Loops. on Columbia Highway. I built my Pumice Stone home just 4 years ago in Lyle wash. across river from where the road work has been going on for a long time. the Blasting is so heavy. it is ruining the plaster in all my house. every heavy Blast puts another long crack in it. they are so heavy. they seem to jar the house so terribly. one wonders if not the whole house

W. C. WILLIA

will come down. and my house is not the only place being damaged. please see what can be done about this. it is also breaking the mortar between Blocks in long cracks. an ordinary Blast does no damage. but some of them are terrific. Please send some one over to look at it. I can not afford such damage. I have a lot of money tied up in this Place.

yours sincerely.
Mrs Olive Lindsay.
P.O. Box 21
Lyle washington

RECEIVED
STATE [illegible]

Glens Falls
INSURANCE COMPANY
Glens Falls, New York

COMMERCE
INSURANCE COMPANY
Glens Falls, New York

Glens Falls
INDEMNITY COMPANY
Glens Falls, New York

PACIFIC COAST DEPARTMENT
R. H. GRIFFITH, VICE-PRESIDENT
JOHN L. SERGEANT, SECRETARY
6TH FLOOR MILLS TOWER
SAN FRANCISCO 4, CALIFORNIA

AMERATA & SCHRAM
440 MEAD BUILDING
PORTLAND 4, OREGON

RECEIVED
FOR FILING

12 7L [illegible]

3945

January 13, 1953

Glens Falls Indemnity Company
225 S. W. Fourth Avenue
Portland, Oregon

Attention: Mr. Art McQuade, Claims Manager

NOTED
W. C. WILLIAMS

Re: Railroad Protective Insurance
Policy SPL 50563
PARKER - SCHRAM COMPANY, Insured

Gentlemen:

We are enclosing a copy of a registered letter received this date from the Union Pacific Railroad Company written by Mr. A. McAllister, Superintendent, in which he refers to some damaged telegraph wires. These wires were reported to be damaged by the operations of Parker-Schram Company on October 30, 1952.

In the second paragraph of the railroad's letter you will note that they have corrected the location of the damaged wires to read 75.2 mile post instead of 72.5 as was stated in the original letter addressed to the Glens Falls Indemnity Company under date of December 16, 1952.

We trust the above information will be of value to you in setting up your files.

Yours very truly,

AMERATA & SCHRAM

Amerata

Frank Amerata

fa:bh
enc

cc: Glens Falls Indemnity Company
Glens Falls, New York

Parker - Schram Company
Builders Exchange Building
Portland, Oregon

Oregon State Highway Commission
Attn: Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

cc: Union Pacific Railroad Co.
Office of Superintendent
2525 N. Larrabee Avenue
Portland 12, Oregon
(File D 315-2-41)

RECEIVED
FOR FILING

[illegible]

[illegible]

January 13, 1953

Mr. A. McAllister, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Re: Mosier-The Dalles Section
Columbia River Highway

Dear Sir:

This will acknowledge receipt of your letter of January 9 (your File D 315-2-41), regarding damage to railroad property by operations of Parker-Schram Company, in which you state the railroad mile post given in your letter of December 16 should have read 75.2, instead of 72.5.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

me

Office of Superintendent
2525 N. Larrabee Avenue
Portland 12, Oregon

JANUARY 9, 1953

(File D 315-2-41)

REGISTERED MAIL
RETURN RECEIPT REQUESTED.

Glens Falls Indemnity Company
Glens Falls, New York

Glens Falls Indemnity Company
c/o Amerata & Schram
440 Mead Building
Portland, Oregon

cc: Parker-Schram Company
200 Builders Exchange Bldg.
Portland 4, Oregon

cc: Oregon State Highway Dept.
Atten: Mr. R. H. Baldock,
State Highway Engineer
Salem, Oregon

Gentlemen:

Please refer to my letter of December 16, 1952 advising of the intentions of Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company to present a claim under Glens Falls Indemnity Company Policy No. SPL-50563, in connection with the operations of Parker-Schram Company, which resulted in damage to three (3) telegraph wires on October 30, 1952 at Railroad M.P. 72.5.

This is to advise you the Railroad Mile Post 72.5, stated in the above-mentioned letter, should have been 75.2. Kindly correct your records accordingly.

Please acknowledge receipt of this letter.

Yours very truly,

A McAllister

A. McAllister,
Superintendent

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JAN 1[illegible] 1953
STATE [illegible]

RECEIVED
[illegible] 1953
FOR FILING

January 13, 1953

[illegible]

Mr. A. McAllister, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Your File: D 315-2-41

Dear Sir:

I have your letter of January 9 advising that railroad property, including two communication wires, was damaged on December 19, 1952 at Railroad M.P. 76 by blasting-operations of Parker-Schram Company, contractor on the Mosier-The Dalles Section of the Columbia River Highway.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

me

Form 2552
2-52-150M

UNION PACIFIC RAILROAD COMPANY

Office of Superintendent
2525 N. Larrabee Avenue
Portland 12, Oregon

JANUARY 9, 1953

(FileD 315-2-41)

REGISTERED MAIL -
RETURN RECEIPT REQUESTED

GLENS FALLS INDEMNITY COMPANY
Glens Falls, New York

GLENS FALLS INDEMNITY COMPANY
c/o Amerata & Schram
440 Mead Building
Portland, Oregon

cc: Parker-Schram Company
200 Builders Exchange Bldg.
Portland 4, Oregon

cc: Oregon State Highway Dept.
Atten: Mr. R. H. Baldock,
State Highway Engineer
Salem, Oregon

Gentlemen:

Please refer to Glens Falls Indemnity Company policy No. SPL-50563 in favor of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and The Western Union Telegraph Company, covering damage to property occurring during construction of the Mosier-The Dalles Section of the Columbia River Highway.

In accordance with the policy, Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company hereby notify you that railroad property, including two (2) communication wires, was damaged December 19, 1952 at Railroad M.P. 76 by blasting operations of contractor, Parker-Schram Company.

We expect to present a claim for this damage when the amount has been determined.

Please acknowledge receipt of this letter.

Yours very truly,

A. McAllister,
Superintendent

RECEIVED
FOR FILING

FORM 2552
8-50-200M

UNION PACIFIC RAILROAD COMPANY

OFFICE OF DIVISION ENGINEER
2525 North Larrabee St.
Portland 12, Oregon

RAILROAD COMPANIES
FILE No. 378

378

November 26, 1952

REFERRED TO
Glaisyer
By Asst. Chief Engineer
To file.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams
Asst. State Highway Engineer

Dear Sir:

Re: Rowena Tunnel Section, Columbia River Highway

Attached for your records is the State's counterpart of the agreement with Railroad on the above section of highway.

Yours very truly,

E. F. Kidder
Division Engineer

NOTED
W. C. WILLIAMS

RECEIVED
1952
FOR FILING

September 18, 1952

Parker-Schram Company
200 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3793, which was awarded to you on August 22, 1952 by the State Highway Commission, covering the Shogren-Rowena Unit of the Mosier-The Dalles Section of the Columbia River Highway in Wasco County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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SEP [illegible] 1952
FOR FILING

[illegible]

September 16, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on September 10, 1952 on Contract No. 3793, Shogren-Rowena Unit of the Mosier-The Dalles Section, in connection with Federal Aid Project No. BFI-35 (7).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

RECEIVED
SEP 23 1952
FOR FILING

3772

September 15, 1952

Rowena Tunnel Section

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Your File: D 315-2-41

Dear Sir:

I return herewith two prints of Drawing No. 7B-11-10, which I have approved for the Oregon State Highway Commission.

It is hoped that this will finally clear the way for an immediate issuance of a permit of entry, as our inability to start work on this section of the Columbia River Highway is seriously interfering with our scheduled construction time. Inasmuch as all matters have been agreed to, it would appear that there is no reason that a permit of entry can not be issued at this time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highw Engineer

WCW:me

Encl.

cc H [illegible]

FORM 2552
7-49-100M

UNION PACIFIC RAILROAD COMPANY

OFFICE OF DIVISION ENGINEER
2525 N. Larrabee Avenue
Portland 12, Oregon

SEPTEMBER 11, 1952

(Refer to File D 315-2-41)

Mr. R. H. Baldock,
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
W. C. WILLIAMS

Atten: Mr. W. C. Williams,
Asst. State Highway Engineer.

Dear Sir:

ROWENA TUNNEL SECTION
COLUMBIA RIVER HIGHWAY

Upon reviewing the agreement on this section of Highway, my principals raised the question of sufficient width in cut section for ditches, also the question of subgrading and backfilling in rock excavation; and upon being advised these points had been provided for, they asked that the Section B-1 on the "Location Map" be revised accordingly.

In line with your concurrence given in telephone conversation with my office, the Section B-1 on the Location Map has been revised to show a 13-foot shoulder or roadbed section on the northerly side of the track, and for excavating one (1) foot below subgrade and backfilling in rock excavation.

I believe you will find the additional width was assented to by you in your letter of May 2nd, and the subgrading and backfilling are covered on page 8 of the Commission's proposal to contractors.

In order that revised prints may be substituted for the ones now accompanying the original drafts of the agreement, will you please sign the enclosed prints for identification, and return to me for further handling.

Yours very truly,

E. F. Kidder,
Division Engineer

encs.

RECEIVED
SEP 15 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 5 1952
FOR FILING

[illegible]

3773

September 4, 1952

8648

Pacific Power & Light Company
Public Service Building
Portland 4, Oregon

Attention: Mr. W. H. Dierdorff
Assistant Right of Way Agent

Gentlemen:

3773

This is your authority to move four poles on private property and reestablish three new poles to clear the new line of US30 on the Shegren-Rowena section. The estimated cost is $567.23, being based on the total cost of $933.43 with a credit to the Department of salvage value and life used of $366.20, making a net of $567.23.

I would appreciate having this done as soon as possible so as not to interfere with the contractor's work.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

HGS:AR me

cc Mr. H. G. Smith
Mr. W. E. Chandler
Mr. M. M. Stump

ASSIGNMENT

No. 3648
By WCW

Date: September 2, 1952

Description: Letter of August 29 by W. H. Dierdorff of the Pacific Power & Light Company, Portland, cost sheet and four maps attached, in connection with relocation of portion of distribution line along new highway near west end of Rowena

Acknowledged by _____ Referred to __Smith________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xx Return with rough draft of reply (for Mr. Williams' signature)
Please prepare for __________________ signature

Assignment executed 9-3-52 Report received _____

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

MPANY

PLEASE RETURN TO
W. C. WILLIAMS

Gentlemen:

We have been requested by the Resident Engineer for the Oregon State Highway at The Dalles to relocate a portion of our distribution line located along the route of the new highway near the west end of Rowena. We feel that Pacific Power & Light Company should be reimbursed for the cost of relocating that part of the present line which is on private property.

On the enclosed maps, the 4 poles to be removed are shown in green, and the 3 new poles are shown in red. The work being done is as follows:

1. Remove 4 poles, 10 crossarms, insulators, miscellaneous hardware, 10 guys, 10 anchors and 196# of conductor.

2. Set 3 poles. Install 7 crossarms, 3 anchors, 3 guys and 75# of conductor and miscellaneous hardware and insulators.

Charges will be made for the new pole line, plus the cost of removing and/or transferring existing facilities. Credit will be given for the life used plus the salvage of material removed (depreciated material value). A sheet showing the estimated net charge of $567.23 is enclosed.

Will you kindly send us a letter authorizing Pacific Power & Light Company to bill the State Highway Department in the amount of $567.23 for relocating said distribution line.

Very truly yours,

W H Dierdorff
W. H. Dierdorff
Asst. Right of Way Agent

WHD:mjh
Encls. (5)

RECEIVED

PACIFIC POWER & LIGHT COMPANY
PUBLIC SERVICE BUILDING
PORTLAND 4, OREGON

August 29, 1952

PLEASE RETURN TO
W. C. WILLIAMS

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams
First Assistant State Highway Engineer

Gentlemen:

We have been requested by the Resident Engineer for the Oregon State Highway at The Dalles to relocate a portion of our distribution line located along the route of the new highway near the west end of Rowena. We feel that Pacific Power & Light Company should be reimbursed for the cost of relocating that part of the present line which is on private property.

On the enclosed maps, the 4 poles to be removed are shown in green, and the 3 new poles are shown in red. The work being done is as follows:

1. Remove 4 poles, 10 crossarms, insulators, miscellaneous hardware, 10 guys, 10 anchors and 196# of conductor.
2. Set 3 poles. Install 7 crossarms, 3 anchors, 3 guys and 75# of conductor and miscellaneous hardware and insulators.

Charges will be made for the new pole line, plus the cost of removing and/or transferring existing facilities. Credit will be given for the life used plus the salvage of material removed (depreciated material value). A sheet showing the estimated net charge of $567.23 is enclosed.

Will you kindly send us a letter authorizing Pacific Power & Light Company to bill the State Highway Department in the amount of $567.23 for relocating said distribution line.

Very truly yours,

W. H. Dierdorff
Asst. Right of Way Agent

WHD:mjh
Encls. (5)

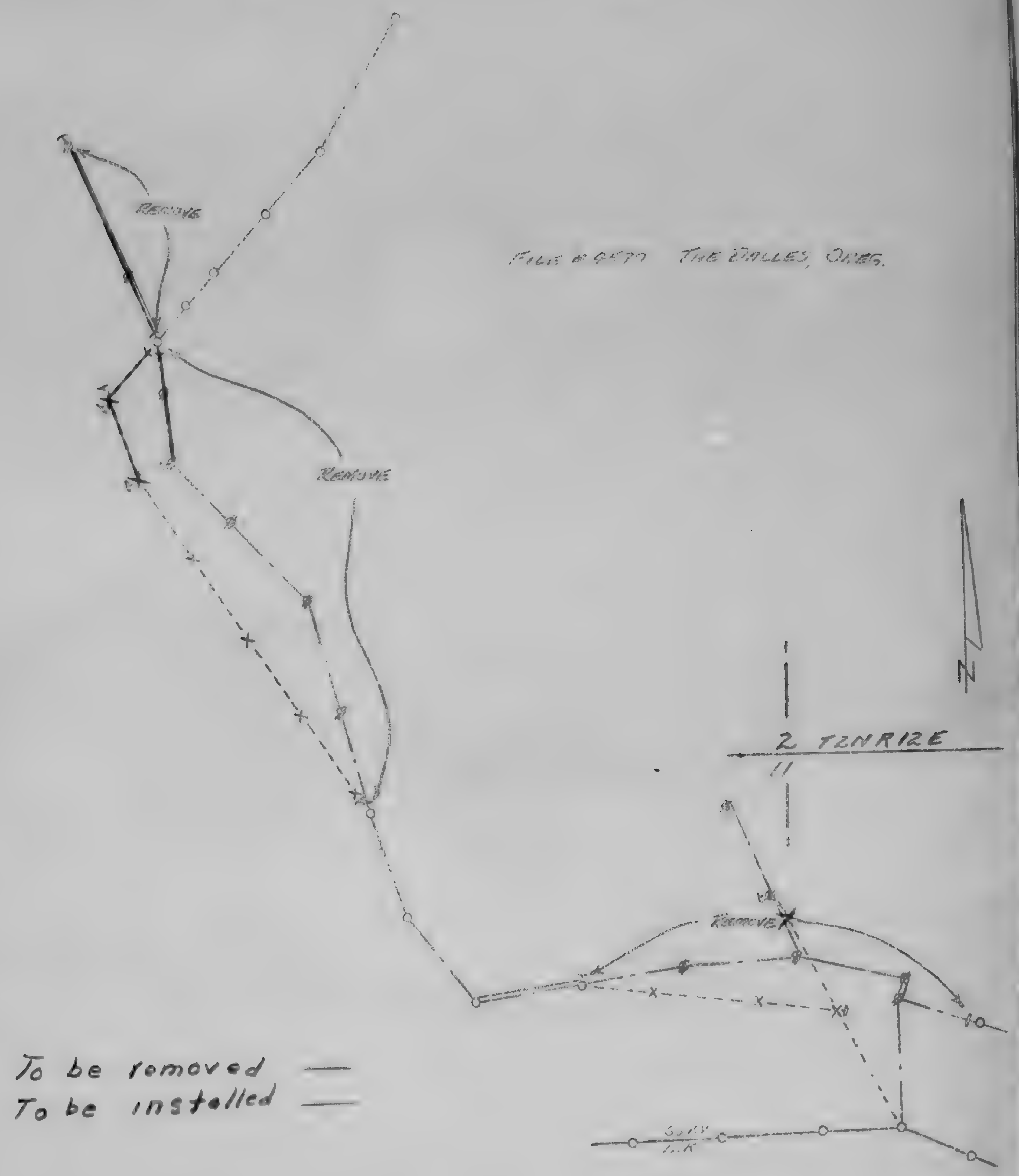
RECEIVED
STATE [illegible]

COST TO OREGON STATE HIGHWAY COMMISSION
FOR RELOCATING ELECTRIC DISTRIBUTION FACILITIES

Facilities on private property. Location of new Highway construction west of Rowena.

Charges:		
New Pole line	$708.13	
Removal of facilities	225.30	
		$ 933.43
Credits:		
Life used (in place)	$190.52	
Salvage (depreciated material value)	175.68	
Total Credits		$ 366.20
NET CHARGES - - -		$ 567.23

File # 9577 The Dalles, Oreg.


Remove
Remove
Remove
2 T2N R12E
11
N
55 KV
11 K
To be removed
To be installed

Scale 1" = 400'

RECEIVED
FOR FILING

OREGON DISTRICT

7

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

August 22, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project BFI-35(7), Shogren-Rowena Section of the Columbia River Highway, we hereby concur as of this date in award of contract to Parker-Schram Company of Portland, Oregon, low bidder in the amount of $1,223,561.50 at the July 10, 1952 bid opening.

Very truly yours,

C G Folk

C. G. FOLK
District Engineer

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FOR FILING

August 22, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the Shogren-Rowena Unit of the Mosier-Rowena Section of the Columbia River Highway in Wasco County, Project BFI-35 (7), to the Parker-Schram Company of Portland, Oregon, on the basis of the bid of $1,223,561.50 submitted by that company on July 10, 1952.

All rights of entry required in connection with this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

RECEIVED
FOR FILING

August 22, 1952

Parker-Schram Company
200 Builders Exchange Building
Portland, Oregon

Gentlemen:

The State Highway Commission on July 10 accepted your proposal for grading and paving on the Shogren-Rowena Unit, Sherar-The Dalles Section of the Columbia River Highway in Wasco County for the sum of $1,223,5[illegible]1.50 and on the same day awarded Contract No. 3793 to you subject to clearance of right of way and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Mr. W. M. Franzen
Mr. H. G. Smith
Mr. S. H. Probert
Mrs. Goldie Lewis

confirm

S+C

MESTIC SERVICE
k the class of service desired;
therwise this message will be
sent as a full rate telegram

FULL RATE TELEGRAM	☐	SERIAL	☐
DAY LETTER	☐	NIGHT LETTER	☐

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired;
otherwise this message will be
sent at the full rate

FULL RATE	☐	LETTER TELEGRAM	☐
VICTORY LETTER	☐	SHIP RADIOGRAM	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
August 22, 1952
9:30 a.m.

Parker-Schram Company
200 Builders Exchange Building
Portland, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Shogren-Rowena Unit, Mosier-The Dalles Section of Columbia River Highway in Wasco County for which you submitted low bid on July 10. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
C. W. Head
Accounting (5001-900)
Files

RECEIVED
FOR FILING
FORM E-30 37,500 4-52 96808

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 20, 1952

SUBJECT: Rowena Tunnel Section
Railroad Agreement

To: Mr. R. H. Baldock
State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Mr. Baldock:

Herewith there is returned to you original copy of proposed agreement with Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company covering railroad line change on the Rowena Tunnel Section of the Columbia River Highway in Wasco County.

The agreement has been examined and has been discussed by Mr. Williams, Mr. DeSouza and myself, and in returning it to you I desire to call particular attention to two clauses in the agreement.

Paragraph C of Section 8, beginning on page 9, would obligate the State Highway Commission to make future grants of such lands as may be required for the construction of future tracks and/or maintenance or improvements or enlargement of railroad facilities. This clause is rather vicious in its possibilities, but Mr. Williams is of the opinion that the risks involved are minor by reason of the fact that the Roberts projection, if ever constructed, will shift the line mostly to the north and would have minor effect on property south of the existing railroad right of way.

Paragraph B of Section 8, on page 9, is an attempt by the Railroads to perfect the existing right of way, and an attempt to impose upon the State Highway Commission the acceptance of obligations which are beyond the statutory or implied powers of the Commission. It is suggested for your consideration that in returning the executed instruments to the Railroad Companies attention be called to this limitation.

Very truly yours,

CWEnfield
C. W. ENFIELD
Chief Counsel

JWD:mb

RECEIVED

FOR FILING

[illegible]
[illegible]
[illegible] Riv [illegible]

August 20, 1952

Mr. A. McAllister, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Your File D-315-2-41

Dear Sir:

We are this date, by special messenger, delivering to your office duplicate originals of the agreement on the Rowena Tunnel Section of the Columbia River Highway. Both copies of agreement have been executed by the State Highway Commission, and it is requested that you now immediately issue permit of entry so that we may award the contract within our time limit.

We understand that you have authority to grant the permit of entry when the agreement form has been executed by the Highway Commission and delivered to you.

As to the last paragraph of your letter of August 18 with reference to the trough between grades of the railroad and highway, we understand and agree to the terms of Mr. Kidder's letter of July 28 in which said trough will be a minimum of 10 feet in depth.

We also return to you two prints and the ozalid transparent of the location map approved by W. C. Williams.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me

cc Mr. H. G. Smith

FORM 2552
7-49-100M

UNION PACIFIC RAILROAD COMPANY

Office of Superintendent
2525 North Larrabee Ave.,
Portland 12, Oregon

AUGUST 18, 1952

(File D-315-2-41)

Mr. R. H. Baldock,
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams,
Assistant State Highway Engineer

Dear Sir:

Re: Rowena Tunnel Section, Columbia River Hwy.

Referring to Mr. Baldock's letter of July 31st to Mr. Kidder and your telephone conversation of August 13th with his office requesting a permit to enter the Railroad's property in advance of the formal agreement:

An agreement has been prepared to cover the project, which follows in general the terms of the "Shell Rock" and "Mitchell Point" agreements.

However you will find some variation in Sections 4, 5 and 13; Section 4(d) providing for a temporary underpass or an overhead crossing, as you prefer; Section 5 deals with the trough between the highway and railroad embankments, and Section 13 with the burden of complying with Government request, based on provision of its permit for encroaching on the River.

Attached for your consideration are duplicate originals of the above-mentioned agreement, together with two prints of the Location Map referred to in the agreement, which should be signed for identification. The ozalid transparent of the Location Map is also attached for signature.

If the agreement is satisfactory please arrange for its execution upon the part of the Highway Commission. Upon return of the executed agreement and maps, the agreement will be submitted to my principals with recommendation that a permit to enter the Railroad property be granted in advance of the completion of the agreement.

In order that all the loose ends of this project may be cleaned up, it will be appreciated if you will confirm the understanding of Mr. Kidder's letter of July 28th in regards to the trough between grades and the barrier along the highway.

Yours very truly,

A McAllister
A. McAllister,
Superintendent

encs.

RECEIVED
FOR FILING

3509

August 11, 1952

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee
Portland 12, Oregon

Dear Sir:

In accordance with your request of July 28, I am forwarding, under separate cover, three prints and a reproducible of the highway encroachments between highway stations 1775 and 1887 on the Rowena Section of the Columbia River Highway, which have been corrected in accordance with your request.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS:AR me

cc Mr. H. G. Smith

ASS[illegible]MENT

No. 3509
By WCW

Date:
July 1, 1952

Description:
Letter from E. F. Kidder, Division Engineer, Union Pacific Railroad Co., dated June 26, 1952 re encroachments on Rowena-The Dalles Section, Columbia River Highway

Acknowledged by _____ Referred to ___ Mr. H. G. Smith ___

Investigate and report with recommendation
✓ Investigation, such action as necessary and report
XXX Comment or recommendation
Return with rough draft of reply
Please prepare for ______________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 7-3-52 mc Report received ________

Remarks:

FORM 2852
7-49-100M

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 N. Larrabee Avenue
Portland 12, Oregon

JUNE 26, 1952

(File D 315-2-41)

Mr. R. H. Baldock,
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Atten: Mr. W. C. Williams,
Asst. State Hwy. Engr.

Dear Sir:

Re: Rowena-The Dalles Section
Columbia River Highway

After a review of the proposed encroachments easterly of Highway Station 1852, my principals have requested that further consideration be given to the matter.

Between Highway Stations 1871 to 1879 it is desired that encroachment not exceed a line 50 feet from the center line of track. This will require revision of the curve or adjacent tangents.

Also from Highway Stations 1970 to 2006 it is requested the alignment be adjusted so as to avoid an encroachment closer than 50 feet from the centerline of track. On this encroachment it is requested that cuts not be completely daylighted, that part of the cut slope be left to form a barrier to protect both highway and railroad traffic. In considering the revision at this location it is hoped the tangent between 1981 and 1991 can be shifted so as to avoid an encroachment by the roadbed proper, making the entire encroachment a slope easement only.

NOTED
W. C. WILLIAMS

The encroachment at Highway Stations 2134 to 2139 is satisfactory, however, your attention is called to the 7'x 5' concrete arch under the Railroad to which you propose to connect a 60-inch pipe. It may well be that your investigation of the drainage area indicates a 60-inch pipe is sufficient and that our arch is excessive.

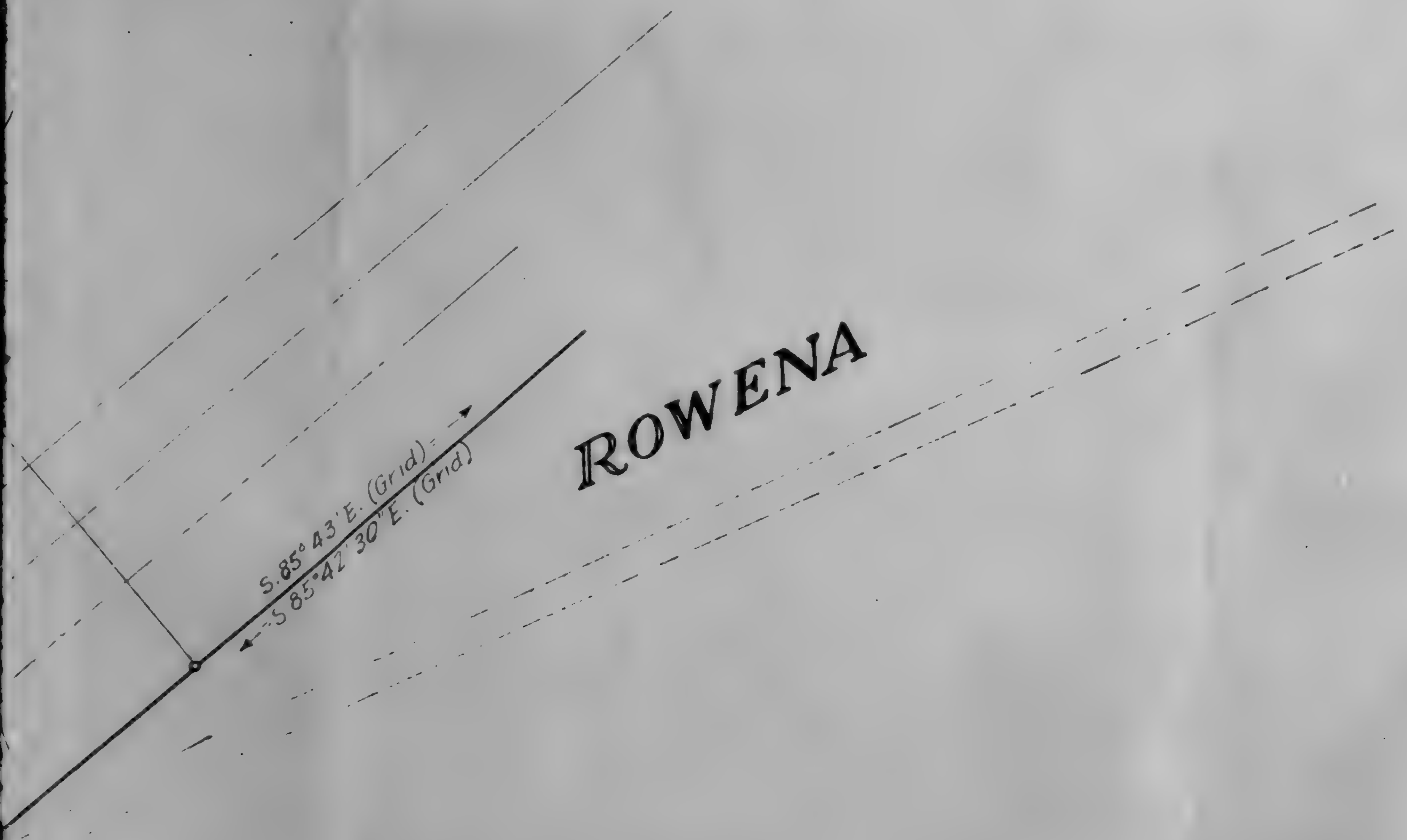
The encroachment between Highway Stations 2143 and 2147 appears to be in a thorough cut. It is requested that this cut not be completely daylighted, but that a portion of the slope be left as a barrier.

When the necessary revisions have been made in line with the above requests, please submit four (4) copies of the revised map. If revised cross-sections are made, four (4) copies of them will also be appreciated.

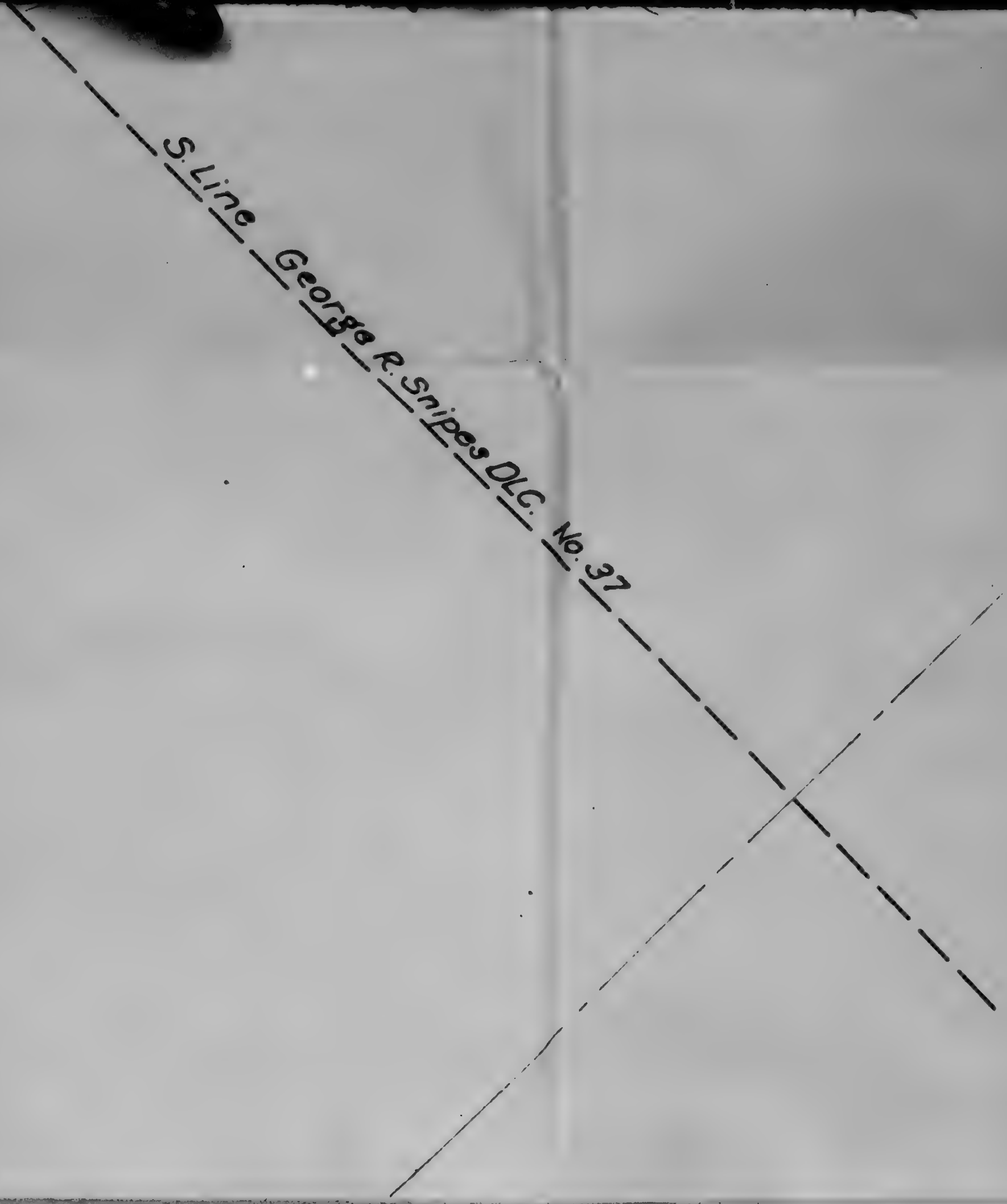
Yours very truly,

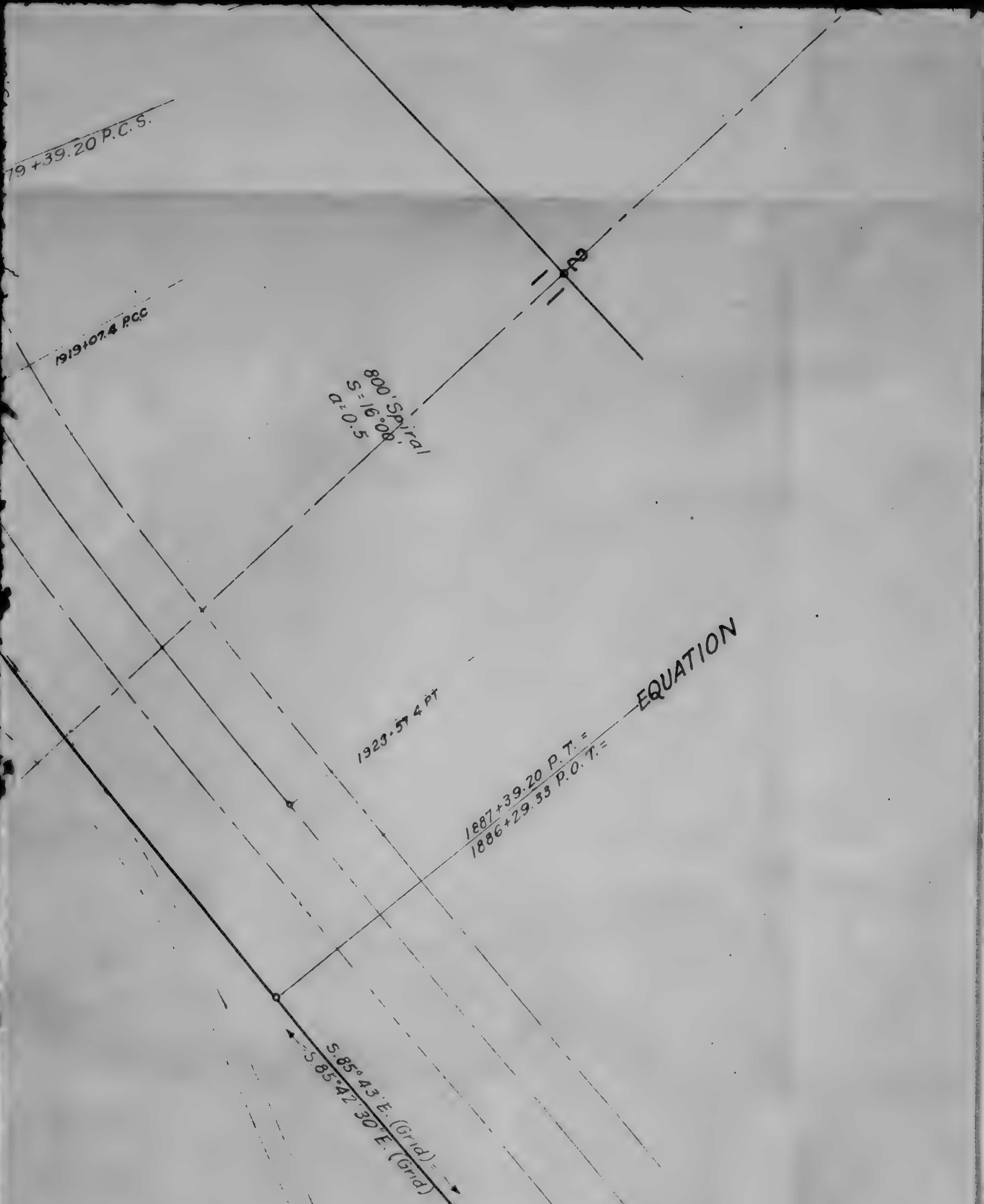
EFKidder

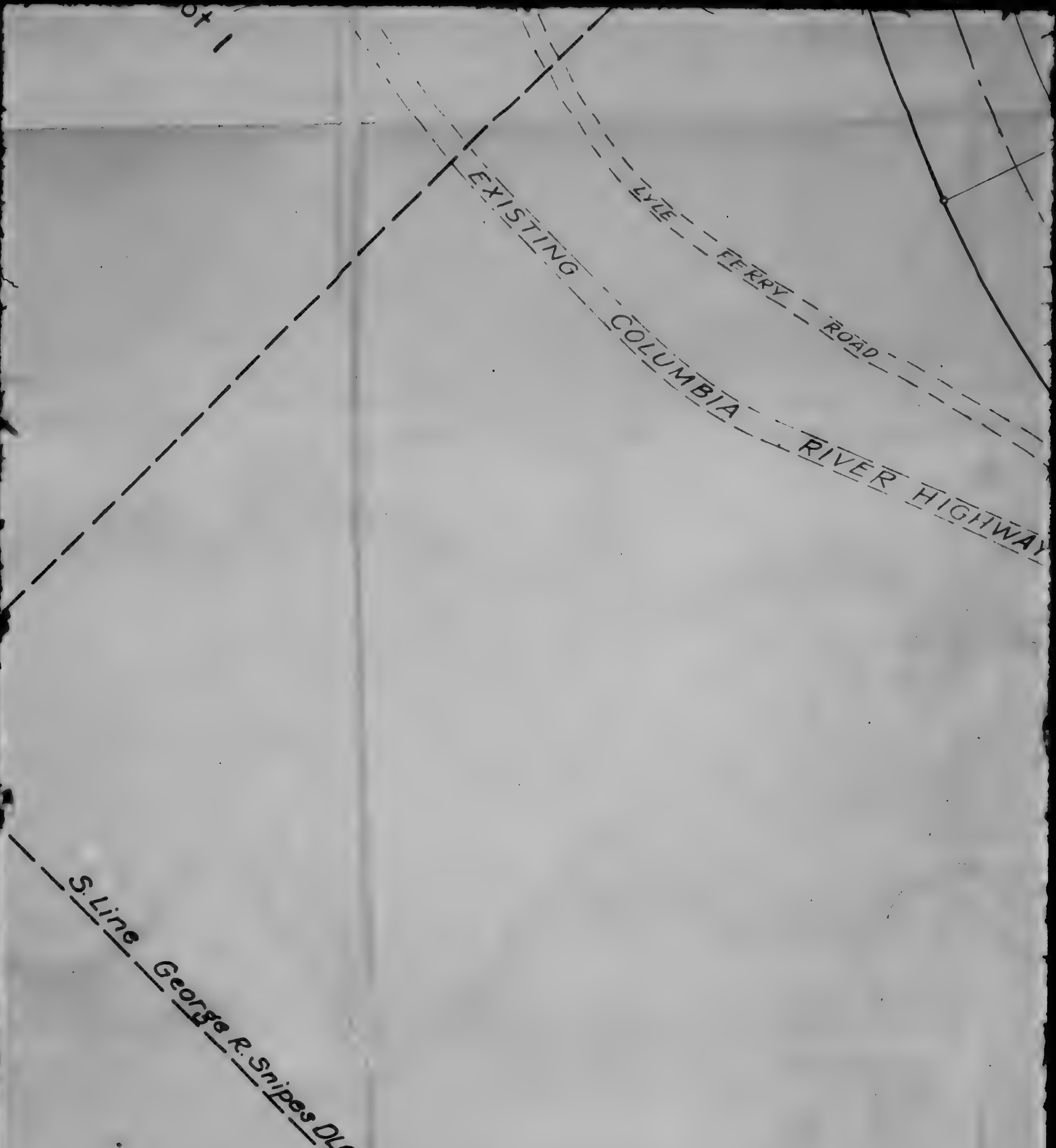
E. F. Kidder,
Division Engineer

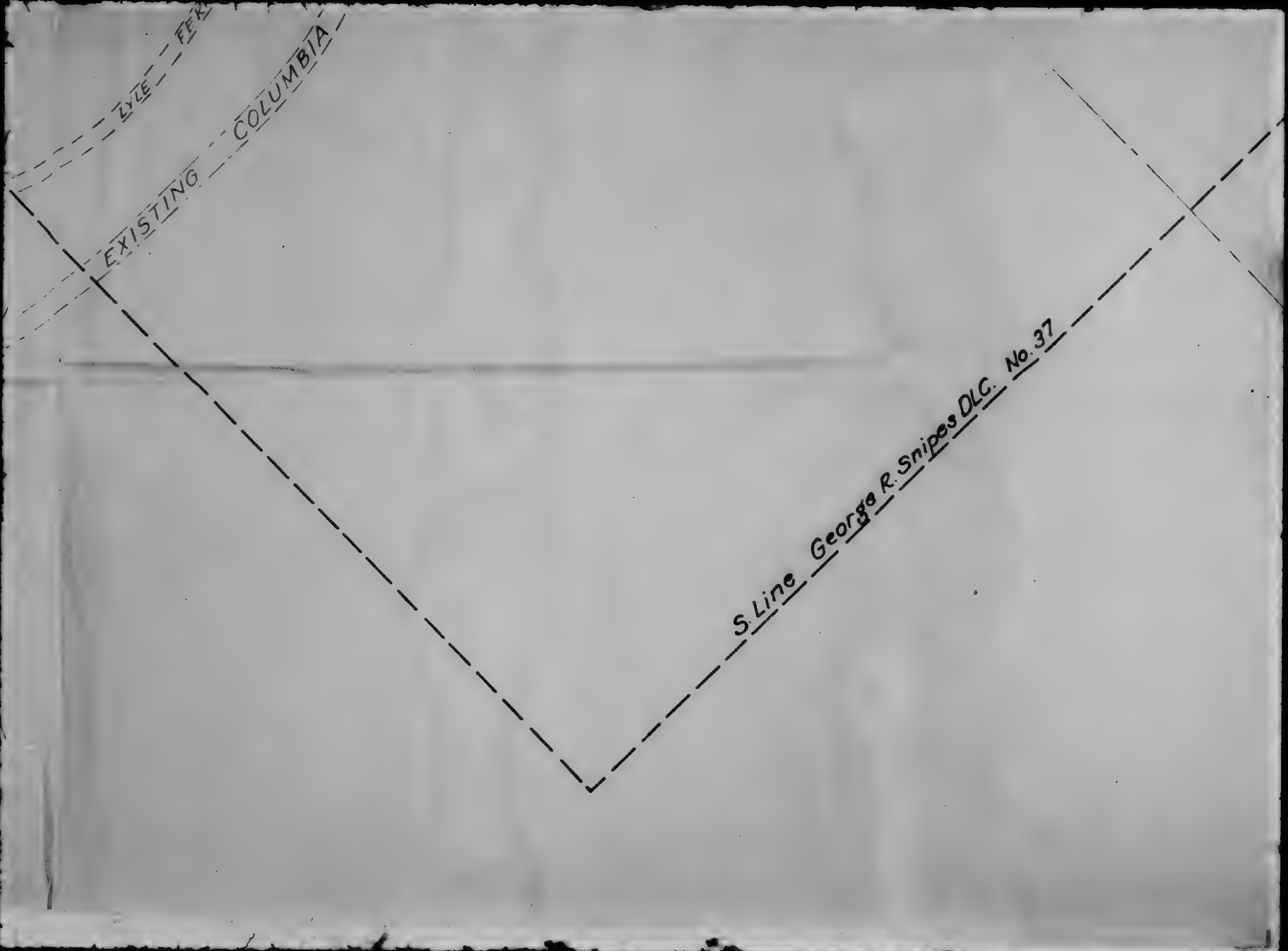

S.85°43'E. (Grid)
S 85°42'30"E. (Grid)
ROWENA

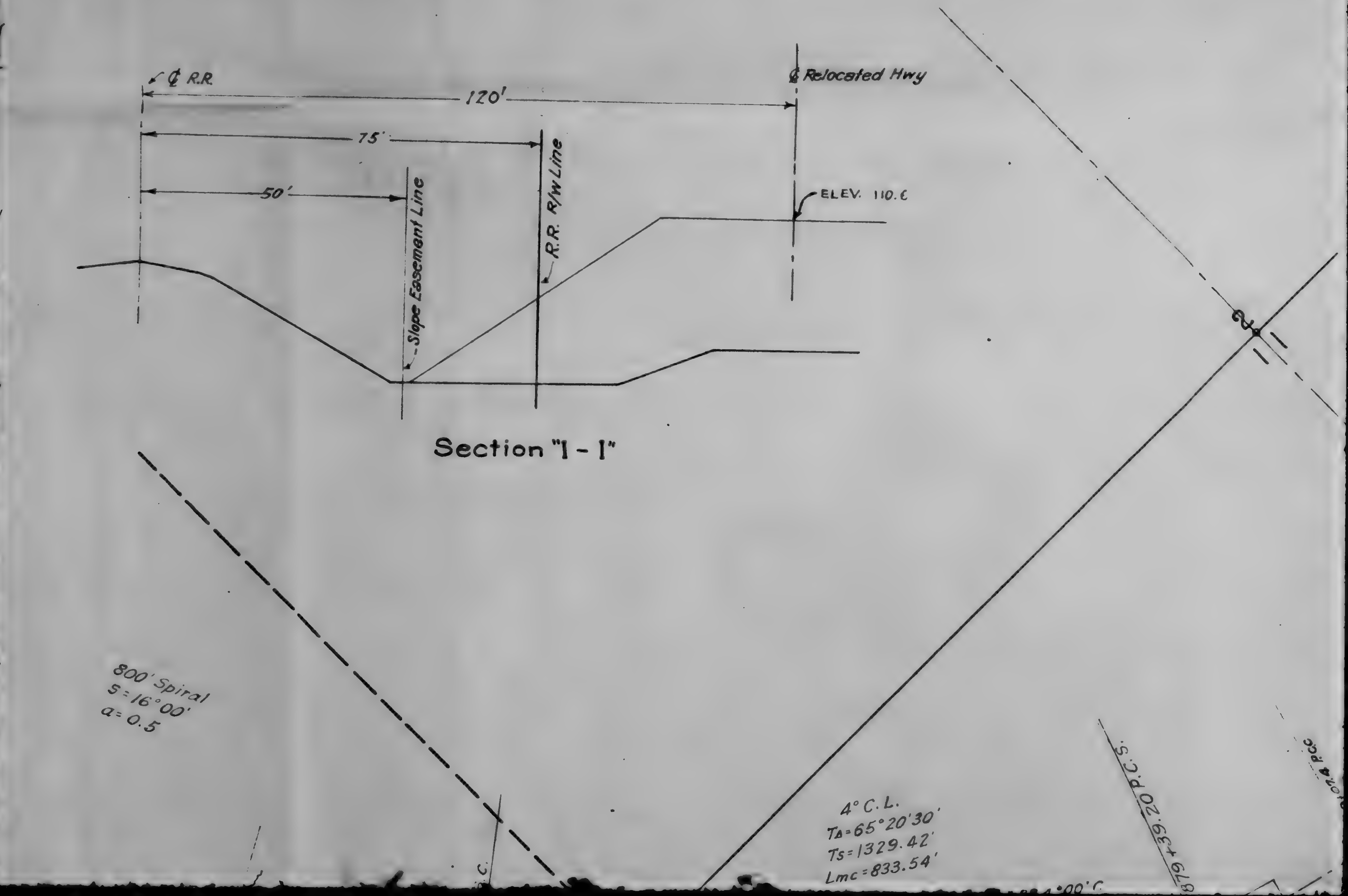
Snipes DLC. No. 37


S. Line George R. Snipes DLC. No. 37


79+39.20 P.C.S.
23
1919+07.4 P.C.C
800' Spiral
S=16°00'
a=0.5
1923+57.4 PT
EQUATION
1887+39.20 P.T. =
1886+29.53 P.O.T. =
S.85°43'E. (Grid)
S.85°42'30"E. (Grid)
ROW

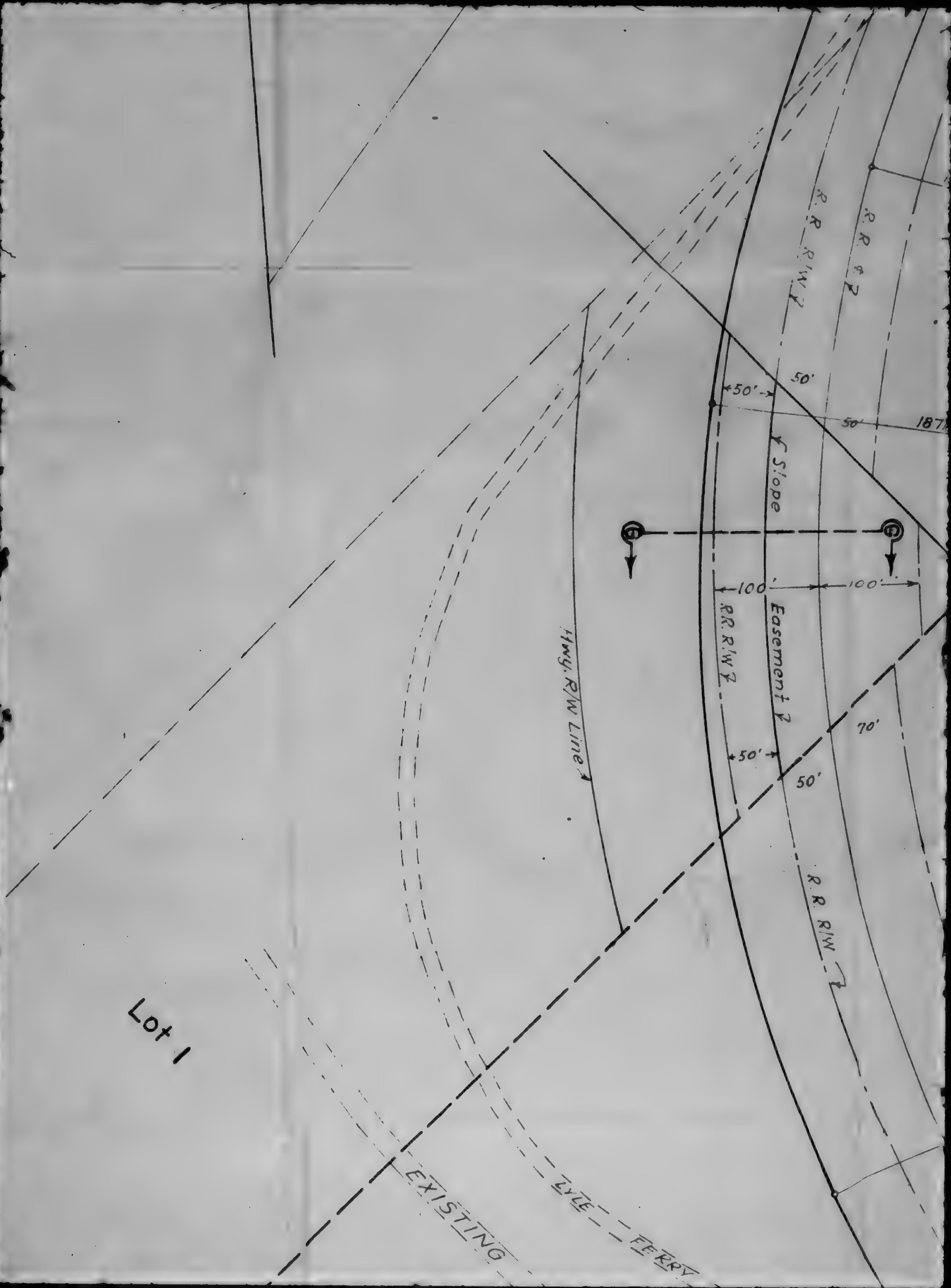

ot 1
LYLE FERRY ROAD
EXISTING COLUMBIA RIVER HIGHWAY
S. Line George R. Snipes DLC. No. 37

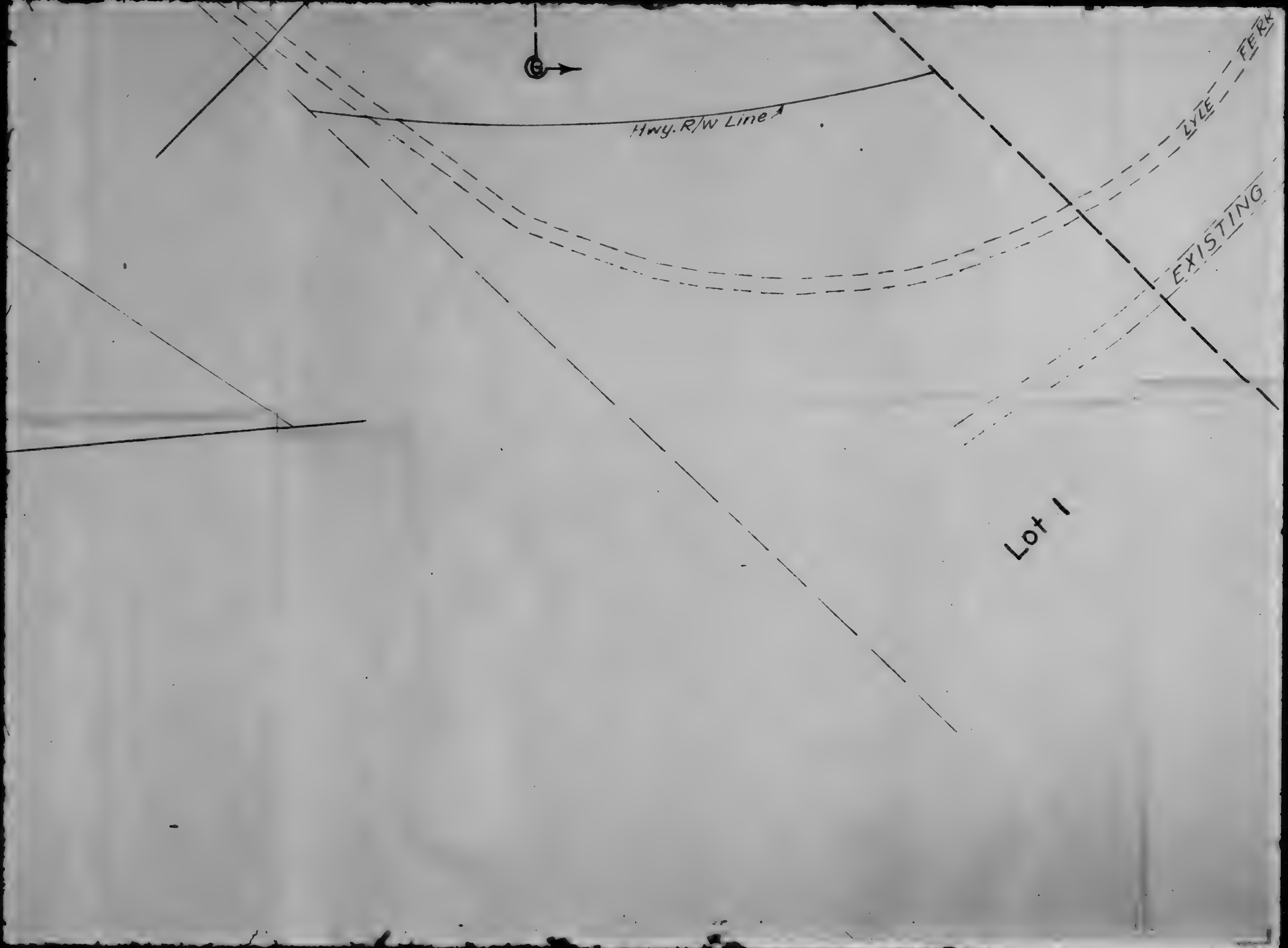

LYLE FER
EXISTING COLUMBIA
S. Line George R. Snipes D.L.C. No. 37

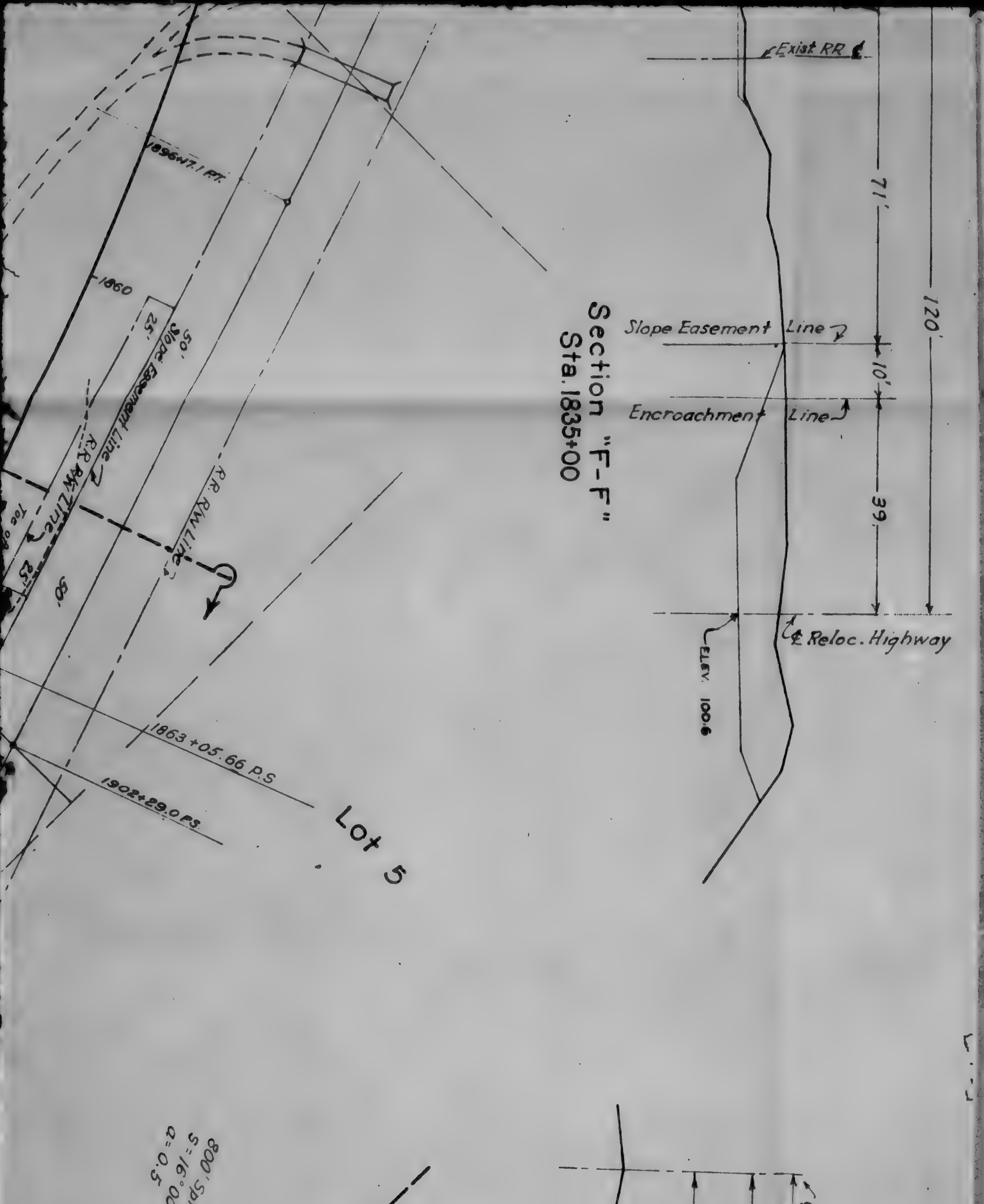


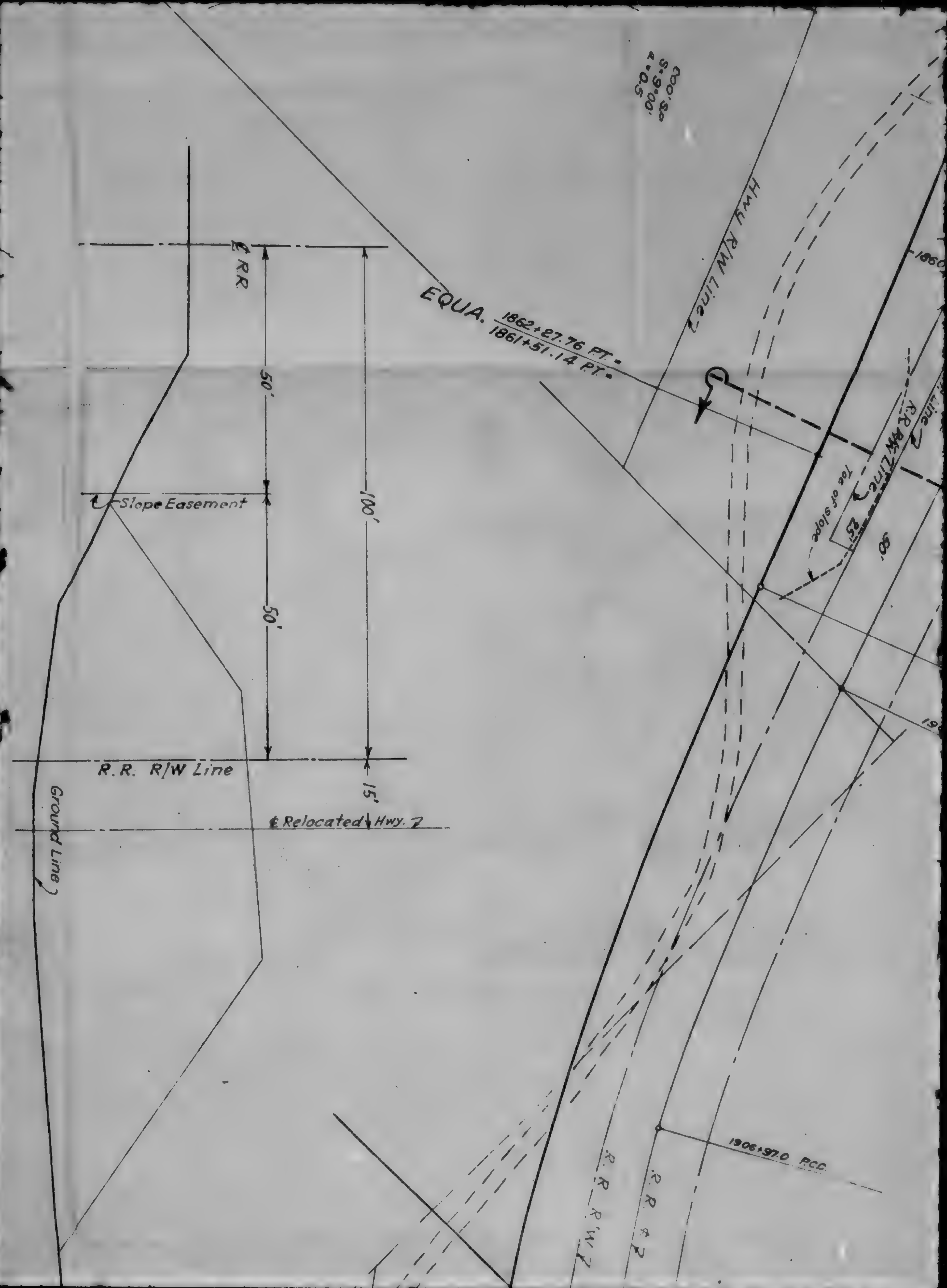
Section "1-1"

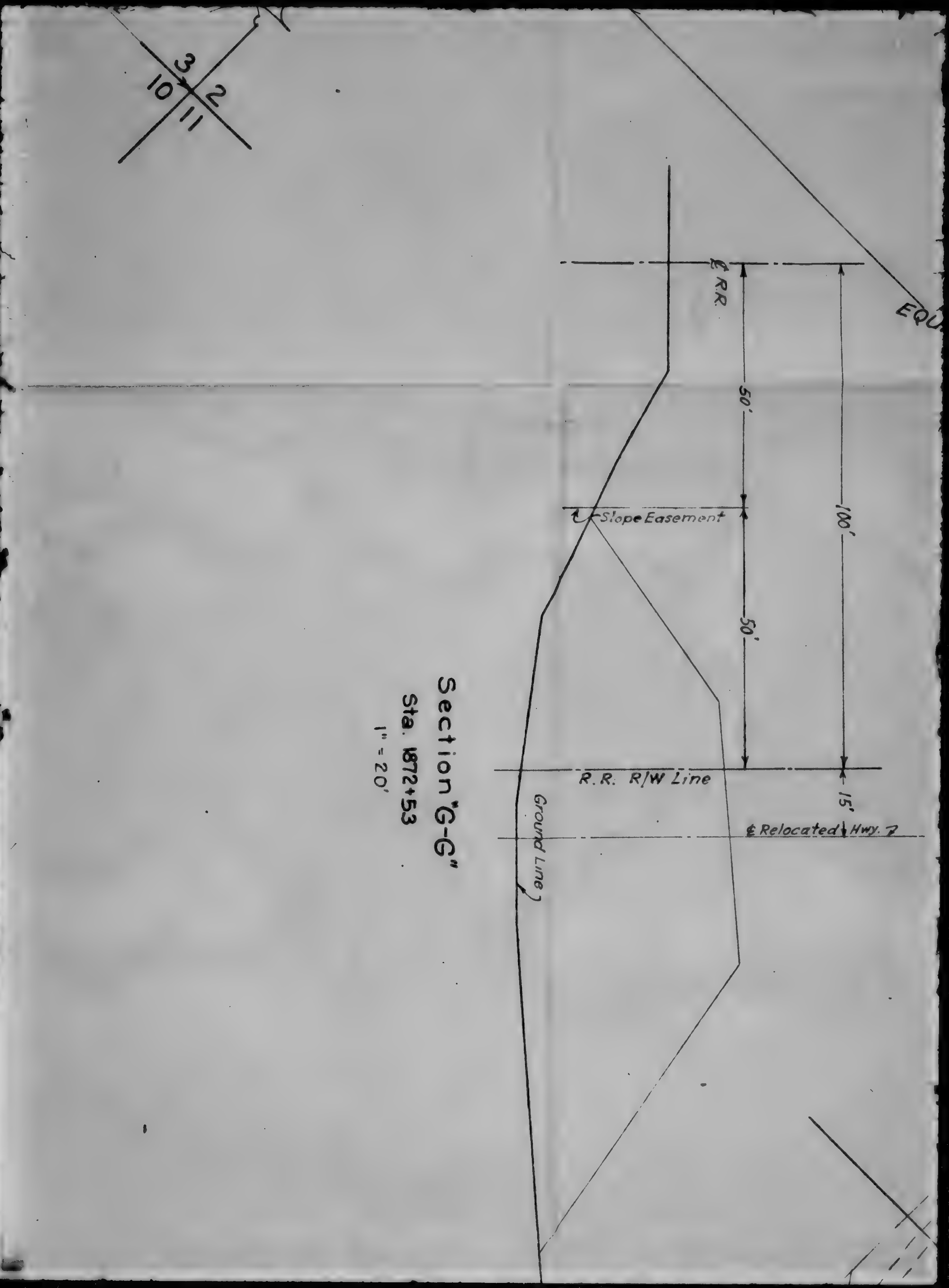
℄ R.R.
120'
75'
50'
℄ Relocated Hwy
ELEV. 110.6
Slope Easement Line
R.R. R/w Line
2
1
1
800' Spiral
S=16°00'
a=0.5
4° C.L.
TΔ=65°20'30"
Ts=1329.42'
Lmc=833.54'
879+39.20 P.C.S.
07.4 P.C.C.
C.


R.R. R/W ℄
R.R. ℄
50'
50'
50'
187
Slope
100'
100'
R.R. R/W ℄
Easement ℄
Hwy. R/W Line
70'
50'
50'
R.R. R/W
Lot 1
EXISTING
LYLE — FERRY

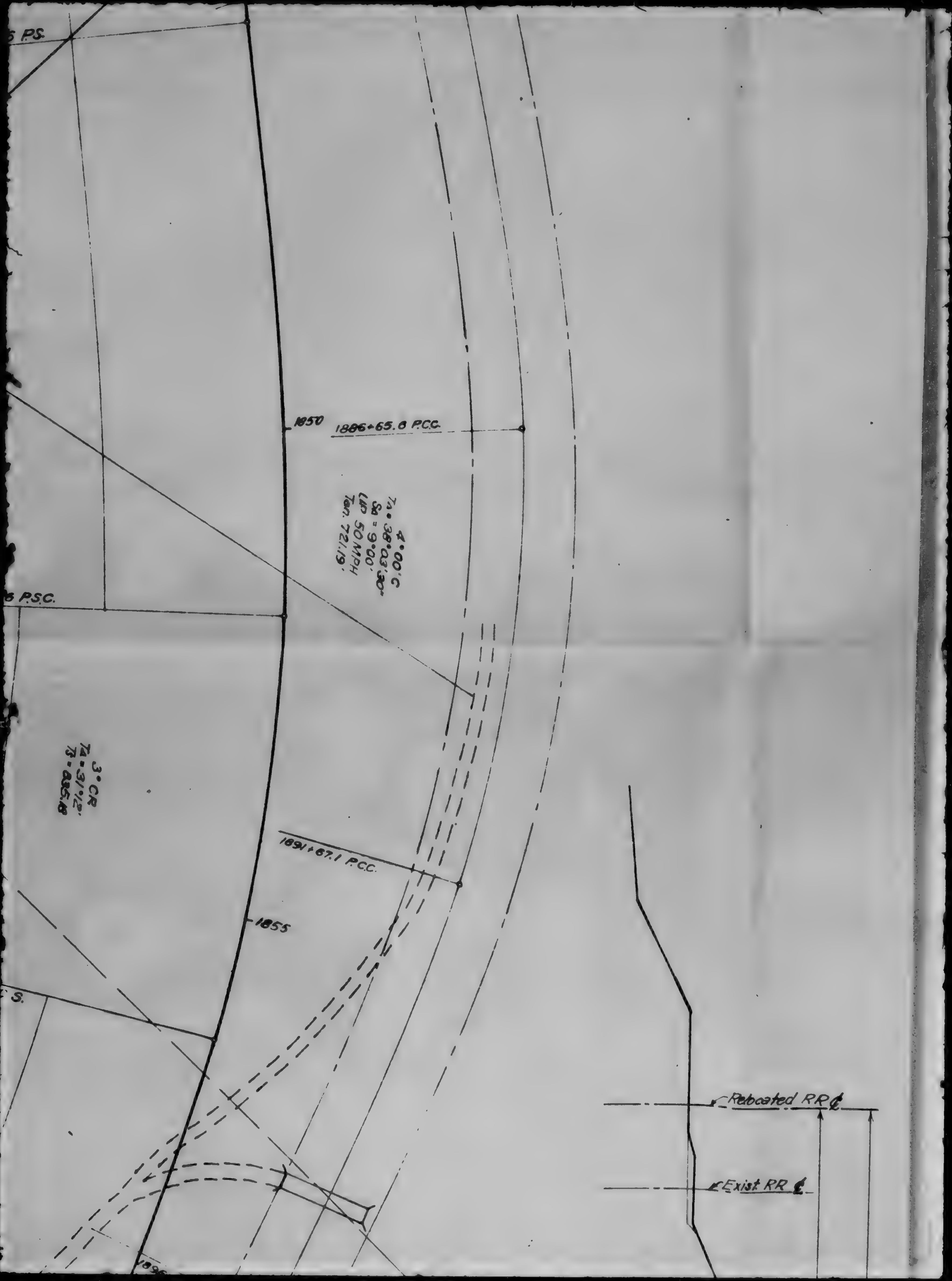

Hwy. R/W Line
LYLE
FER
EXISTING
Lot 1

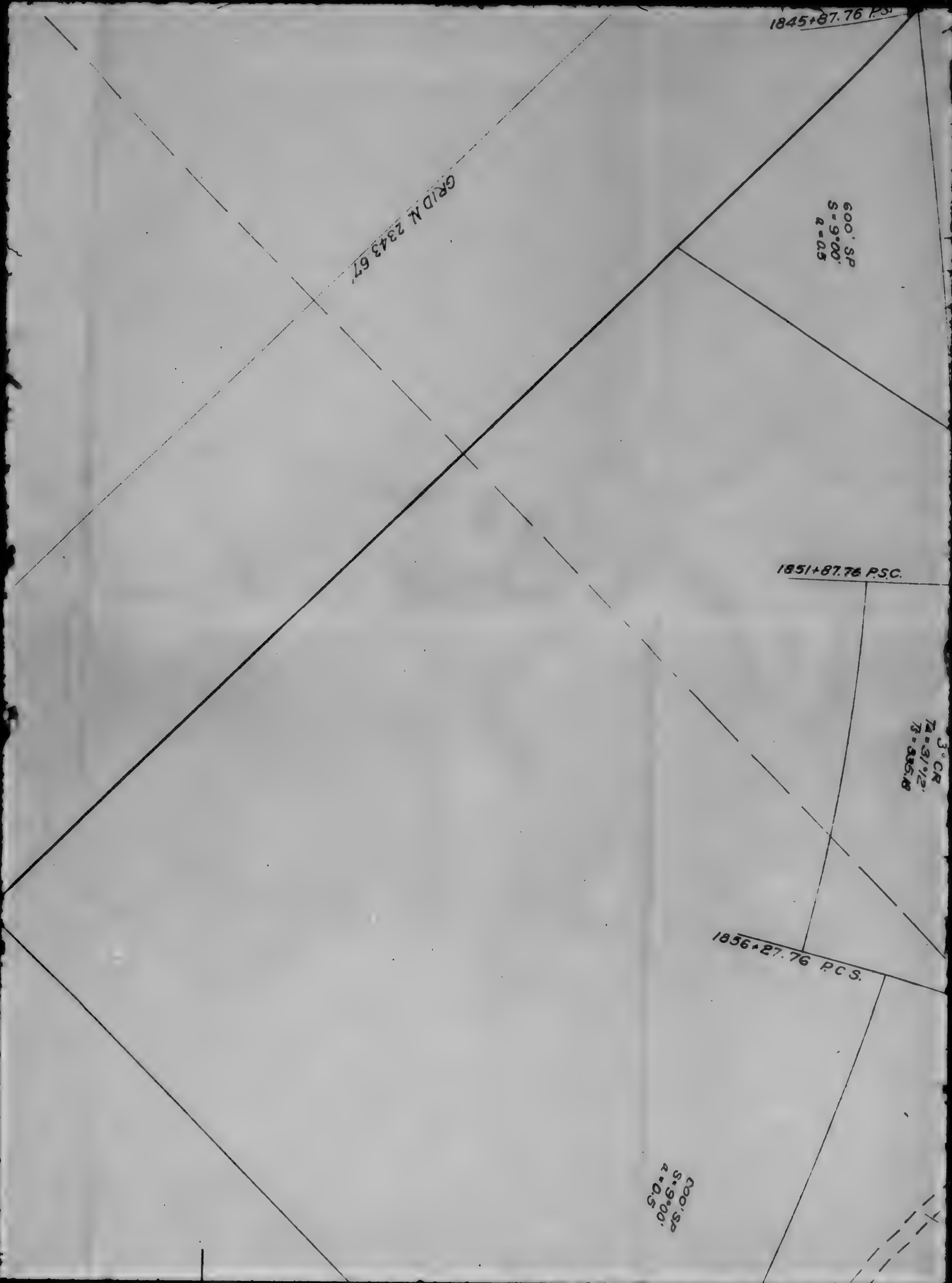

Exist RR ℄
71'
120'
Slope Easement Line
10'
Encroachment Line
39'
℄ Reloc. Highway
ELEV. 100.6
Section "F-F"
Sta. 1835+00
1896+47.1 RT.
1860
50'
25'
Slope Easement Line
R.R. R/W Line
R.R. R/W Line
Toe of
25'
50'
1863+05.66 P.S
1902+29.0 P.S.
Lot 5
800' Spiral
S=16°00'
a=0.5
℄ R.R
50'


℄ R.R.
50'
100'
Slope Easement
50'
R.R. R/W Line
15'
℄ Relocated Hwy. 7
Ground Line
EQUA. 1862+27.76 P.T. = 1861+51.14 P.T. =
Hwy R/W Line
R.R. R/W Line
Toe of slope
25
50'
Line
1860
19
1906+97.0 P.C.C.
R.R. R/W
R.R. ℄

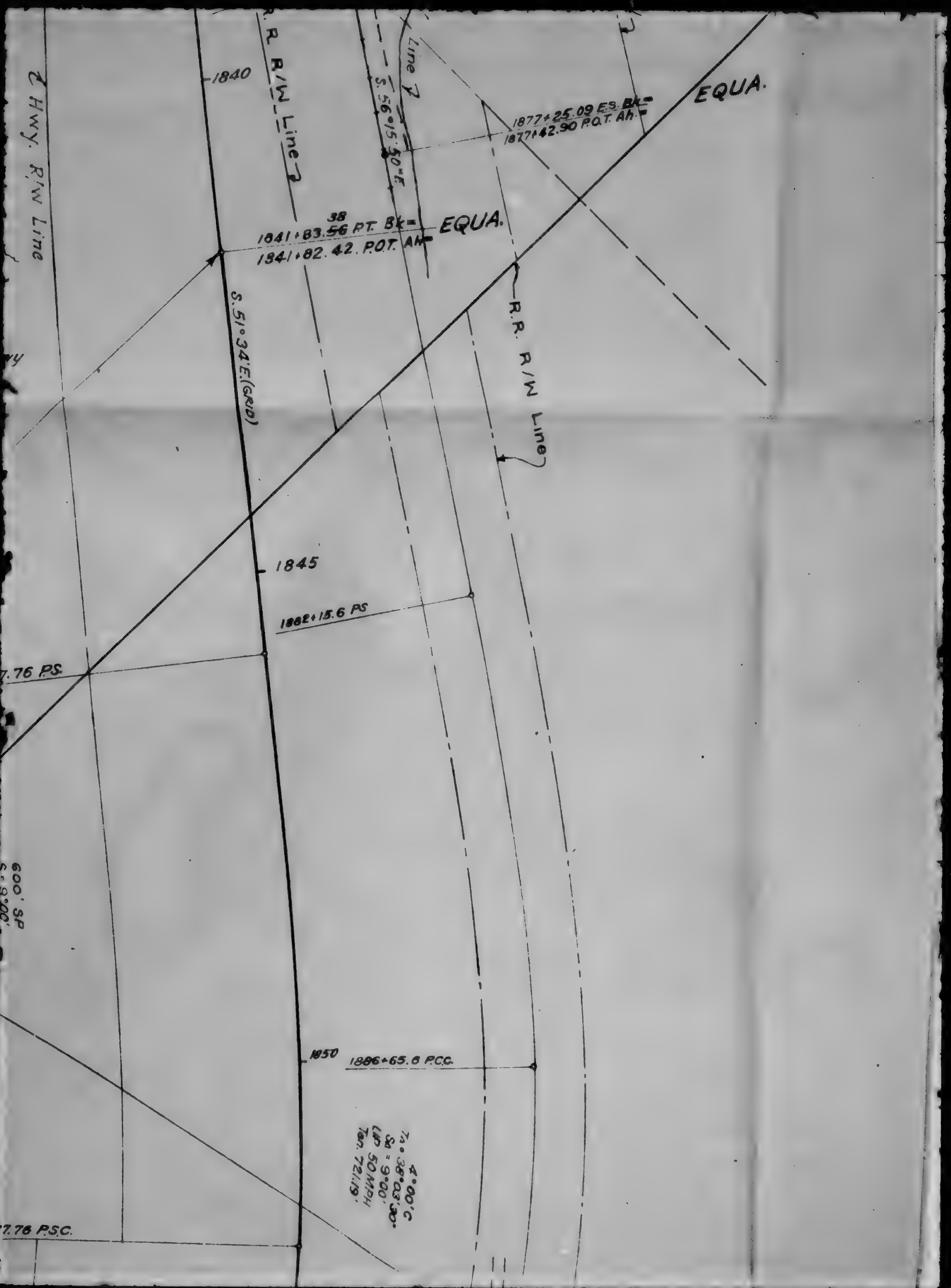

3
10
2
11
EQU
℄ R.R.
50'
100'
Slope Easement
50'
R.R. R/W Line
15'
℄ Relocated Hwy. 7
Ground Line

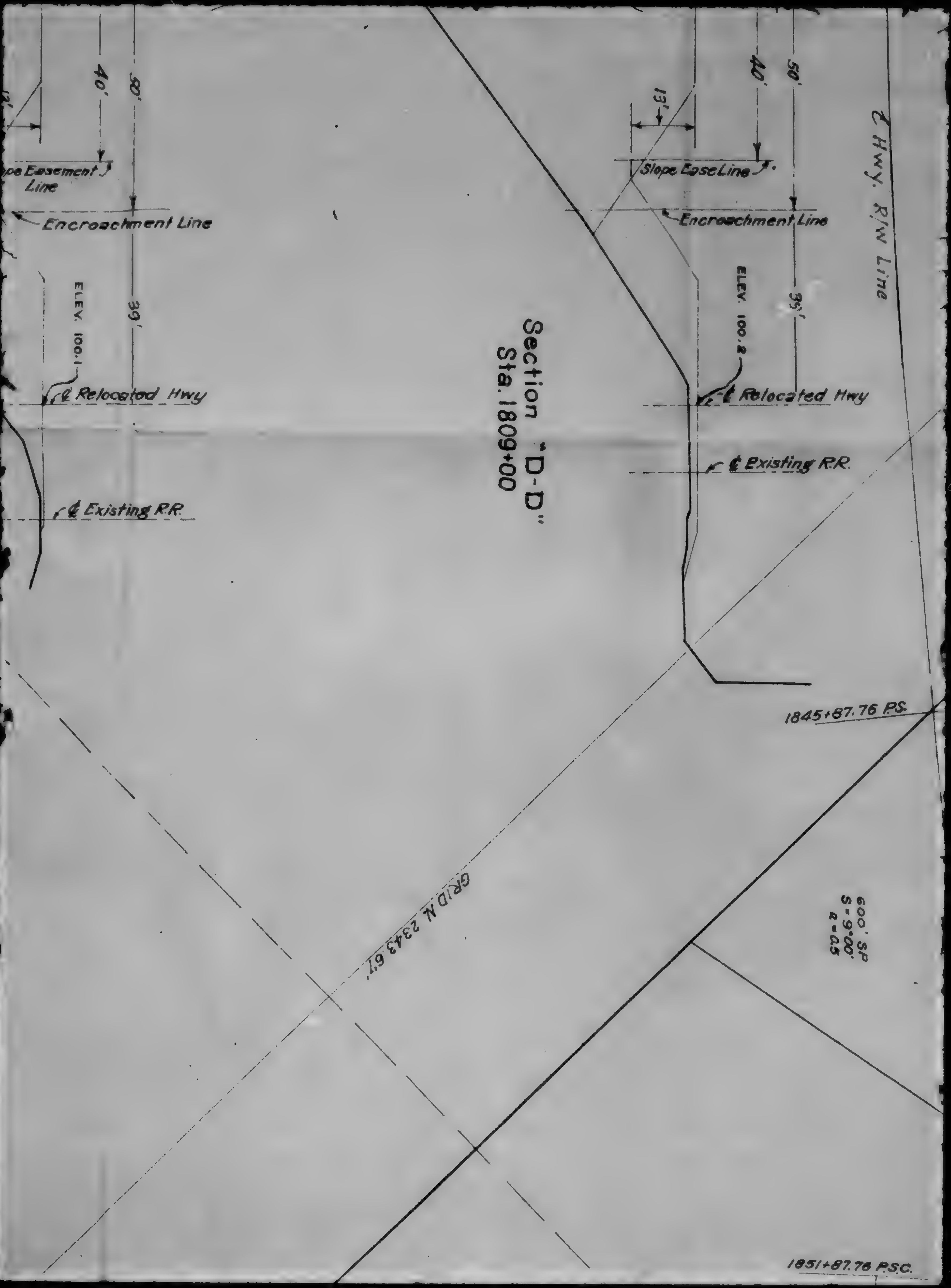
Section "G-G"
Sta. 1872+53
1" = 20'

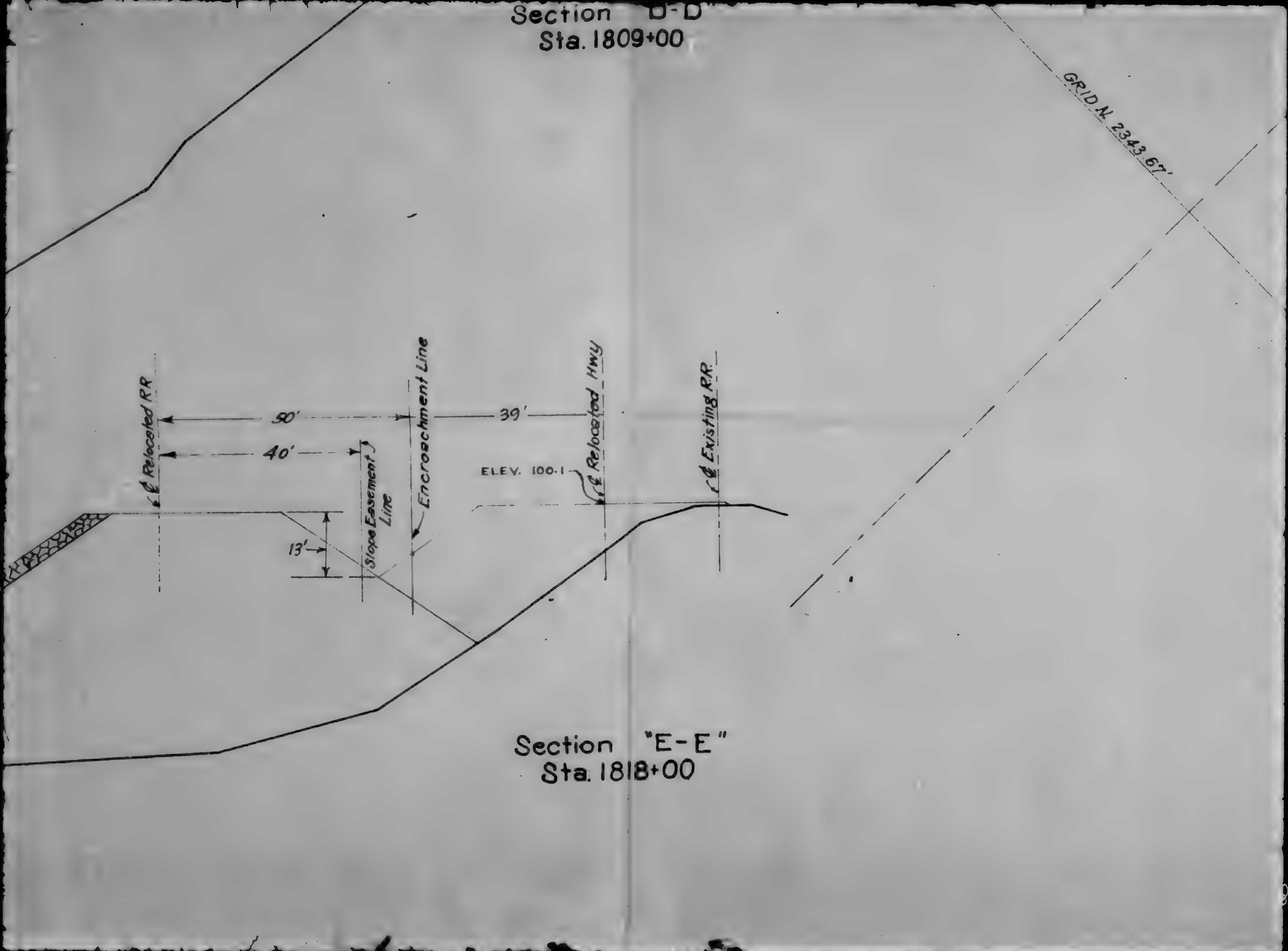

6 P.S.
1850
1886+65.8 P.C.C.
4°00' C
Ta = 38°03'30"
Sa = 9°00'
LIP 50 M.P.H
Tan. 721.19'
6 P.S.C.
3° CR
Ta = 31°12'
Ts = 835.18
1891+67.1 P.C.C.
1855
S.
1886
Relocated RR ℄
Exist. RR ℄

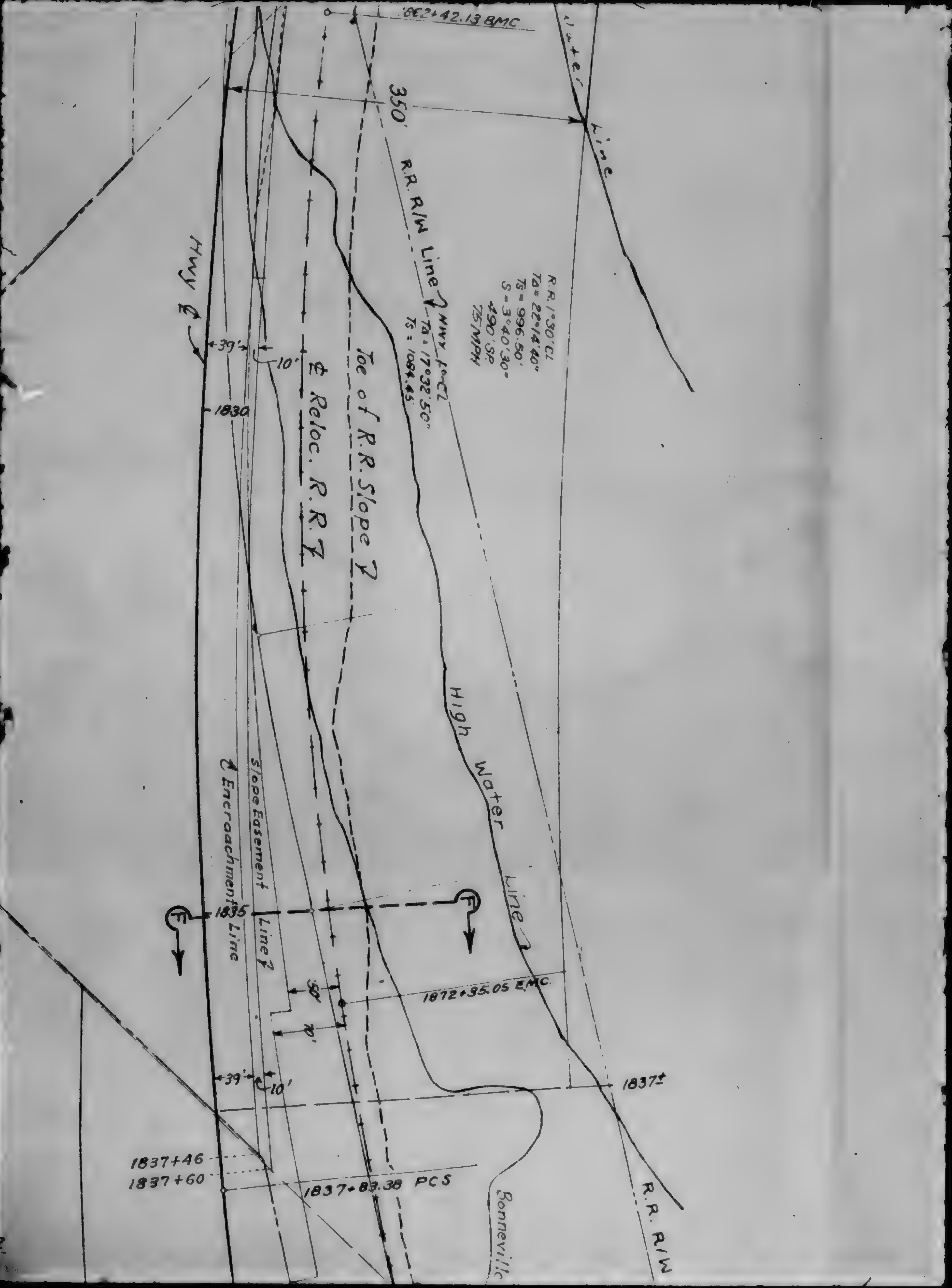

1845+87.76 P.S.
GRID N 2343.67'
600' SP
S=9°00'
a=0.5
1851+87.76 P.S.C.
3° CR
TA=31°12'
T=335.18
1856+27.76 P.C.S.
600' SP
S=9°00'
a=0.5

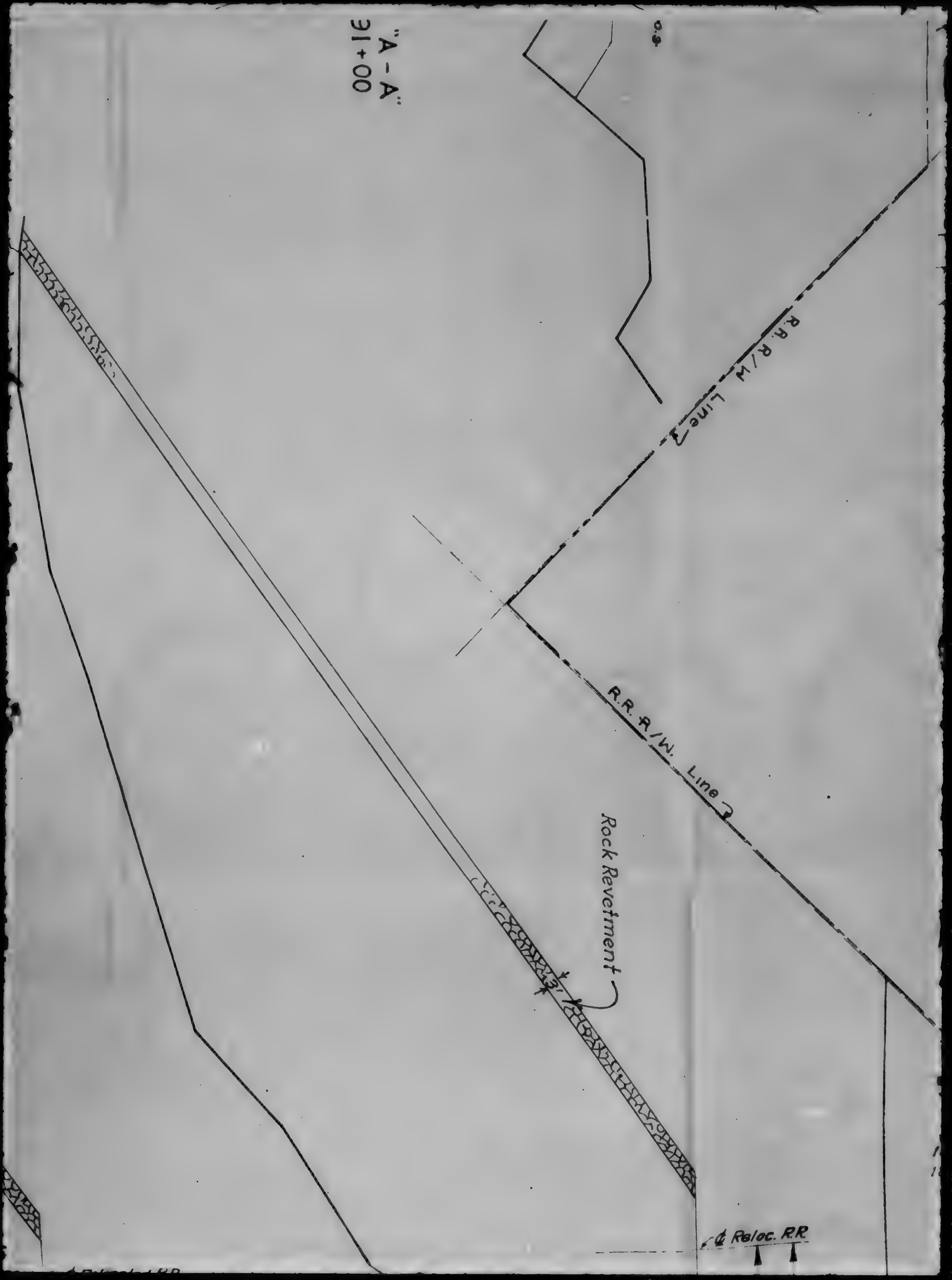
GRID N. 2343.67'
W. 200.42'
3
10
2
11

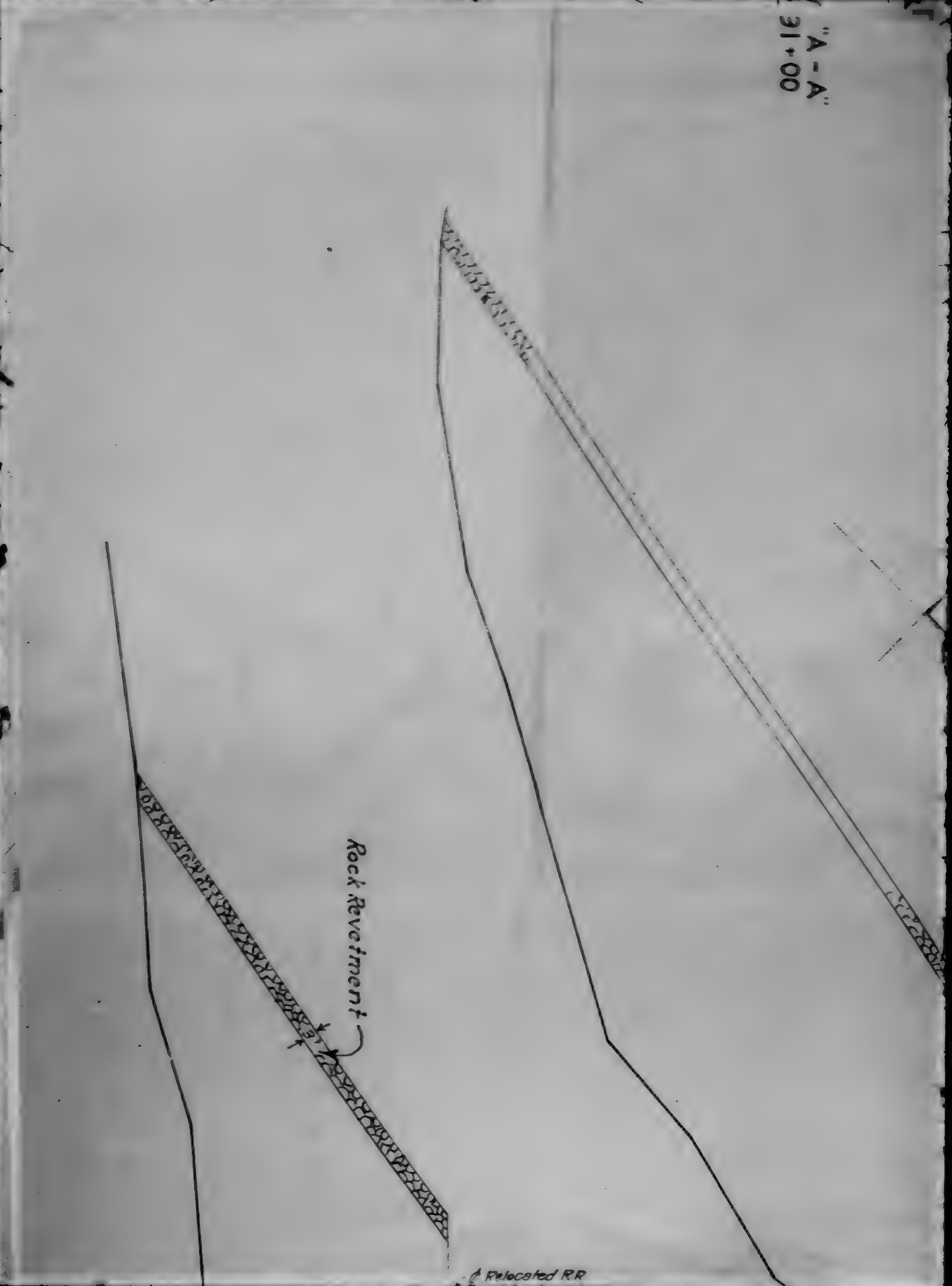

℄ Hwy. R/W Line
Hwy
R. R/W Line
Line 7
S. 56°15'30"E
1840
EQUA.
1877+25.09 E.S. Bk=
1877+42.90 P.O.T. Ah.=
38
1841+83.~~56~~ PT. Bk=
1841+82.42. P.O.T. Ah=
EQUA.
S.51°34'E.(GRID)
R.R. R/W Line
1845
1882+15.6 PS
7.76 P.S.
600' SP
S=9°00'
1850
1886+65.8 P.C.C.
4°00'C
Ta = 38°03'30"
Sa = 9°00'
LP 50 MPH
Tan. 721.19'
7.76 P.S.C.

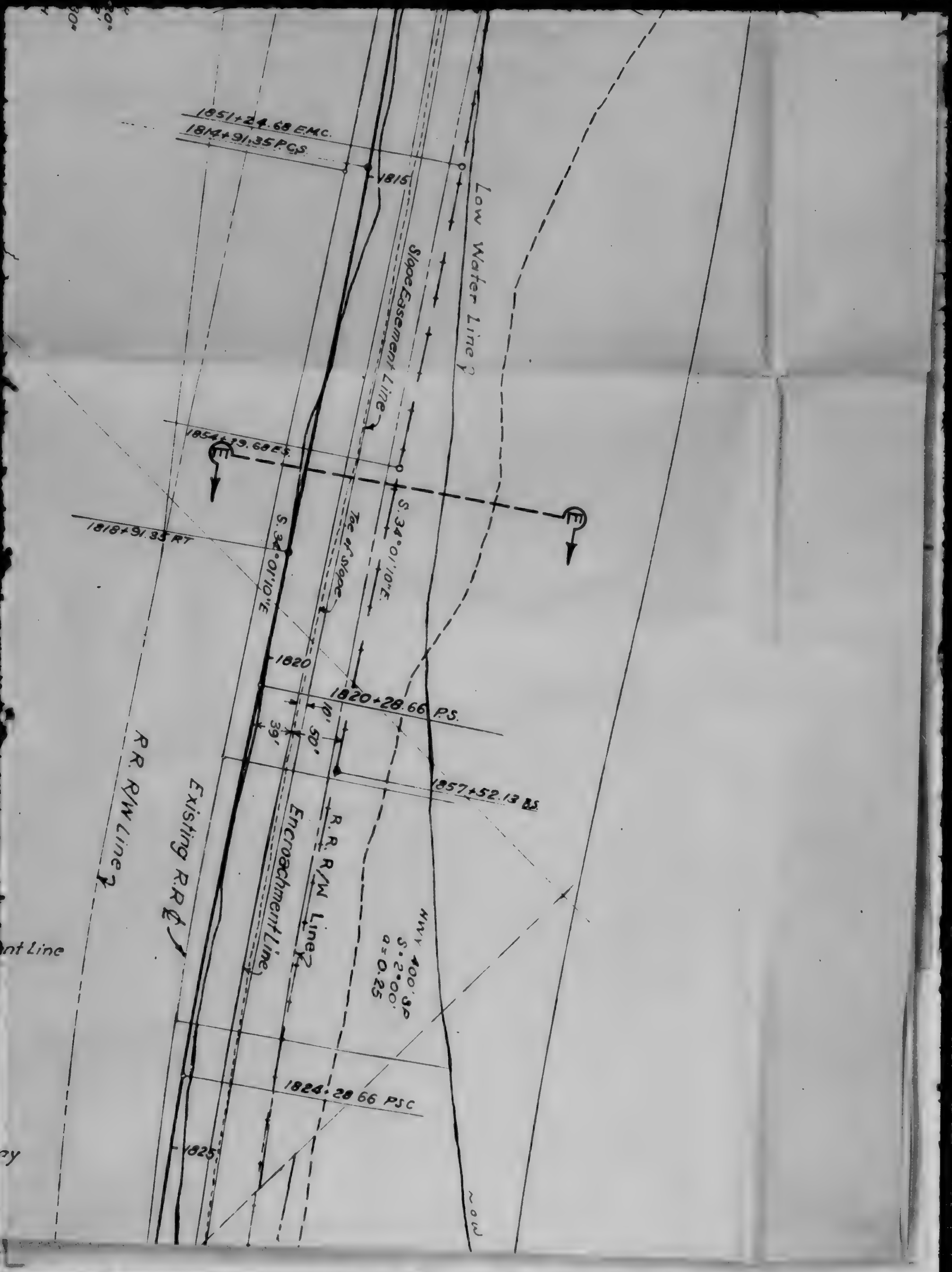

40'
50'
pe Easement Line
Encroachment Line
ELEV. 100.1
39'
℄ Relocated Hwy
℄ Existing R.R.
Section "D-D"
Sta. 1809+00
13'
40'
50'
Slope Ease Line
Encroachment Line
ELEV. 100.2
35'
℄ Relocated Hwy
℄ Existing R.R.
℄ Hwy. R/W Line
1845+87.76 P.S.
GRID N. 2343.67
600' SP
S=9°00'
a=0.5
1851+87.76 P.S.C.

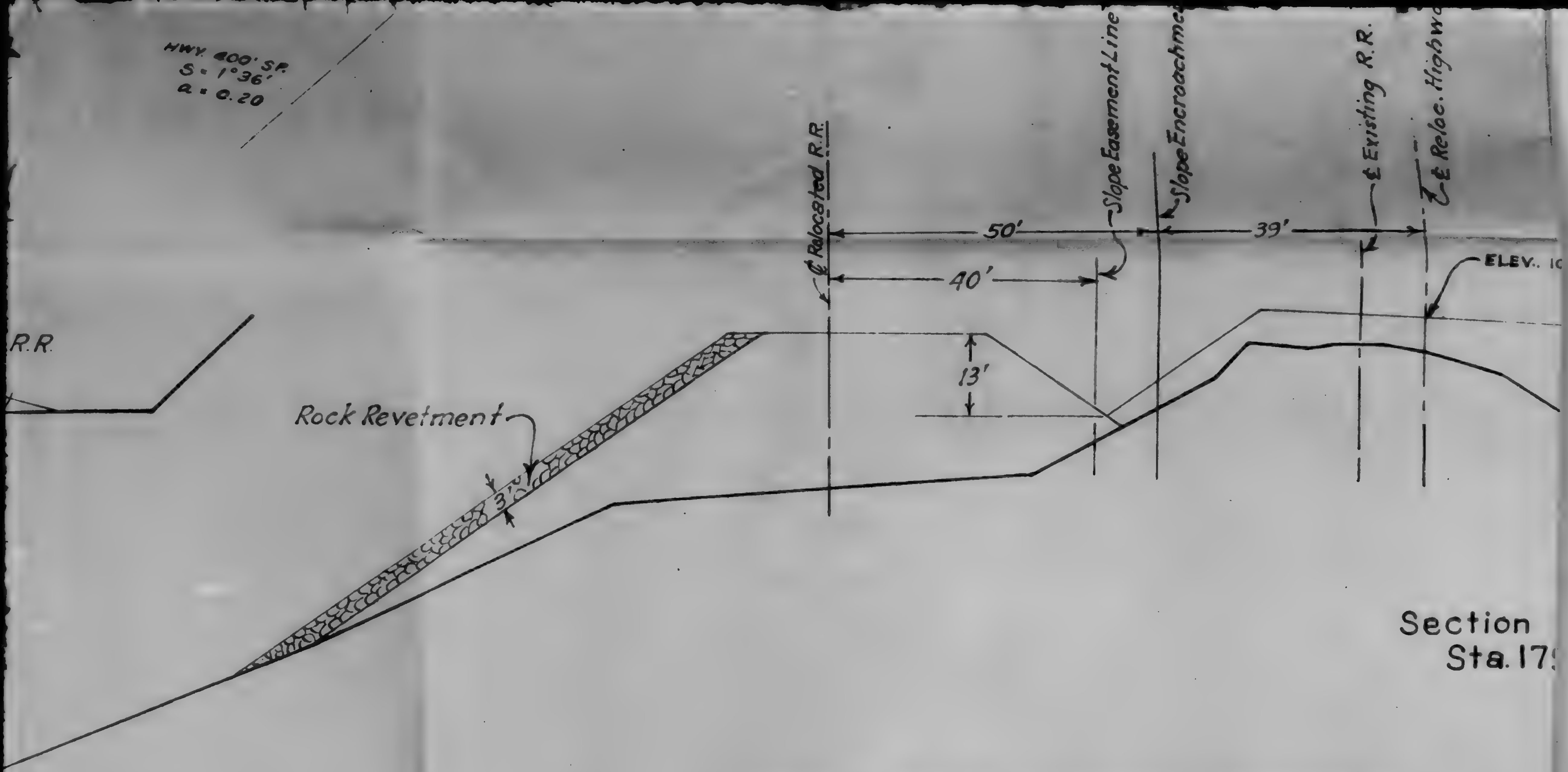

Section "D-D"
Sta. 1809+00
GRID N. 2343.67'
℄ Relocated RR
50'
40'
39'
Encroachment Line
Slope Easement Line
13'
ELEV. 100.1
℄ Relocated Hwy
℄ Existing R.R.
Section "E-E"
Sta. 1818+00


1862+42.13 BMC
350'
Water Line
R.R. R/W Line
R.R. 1°30' C.L.
Δ = 22°14'40"
TS = 996.50'
S = 3°40'30"
490' SP
75 MPH
Hwy ℄ C.L.
Δ = 17°32'50"
TS = 1084.45
Hwy ℄
39'
10'
1830
℄ Reloc. R.R.
Toe of R.R. Slope
High Water Line
Slope Easement Line
℄ Encroachment Line
F
1835
F
50'
70'
1872+35.05 EMC
39'
10'
1837±
1837+46
1837+60
1837+83.38 PCS
Bonneville
R.R. R/W

"A - A"
31+00
R.R. R/W Line
R.R. R/W. Line
Rock Revetment
3'
℄ Reloc. R.R.


"A - A"
31+00
Rock Revetment
℄ Relocated R.R


1851+24.68 E.M.C.
1814+91.35 P.C.S.
1815
Low Water Line
Slope Easement Line
1854+19.68 E.S.
1818+91.33 RT
S. 34°01'10" E.
Toe of Slope
S. 34°01'10" E.
1820
1820+28.66 P.S.
10'
39'
50'
1857+52.13 B.S.
R.R. R/W Line
Existing R.R. ℄
Encroachment Line
R.R. R/W Line
HWY 400' SP
S=2°00'
a=0.25
nt Line
1824+28.66 PSC
1825
ay
NOW


HWY. 400' SP.
S = 1°36'
a = 0.20
R.R.
Rock Revetment
3'
℄ Relocated R.R.
50'
40'
13'
Slope Easement Line
Slope Encroachme
39'
℄ Existing R.R.
℄ Reloc. Highwa
ELEV. 10
Section
Sta. 17

OREGON STATE HIGHWAY COMMISSION
Located Line

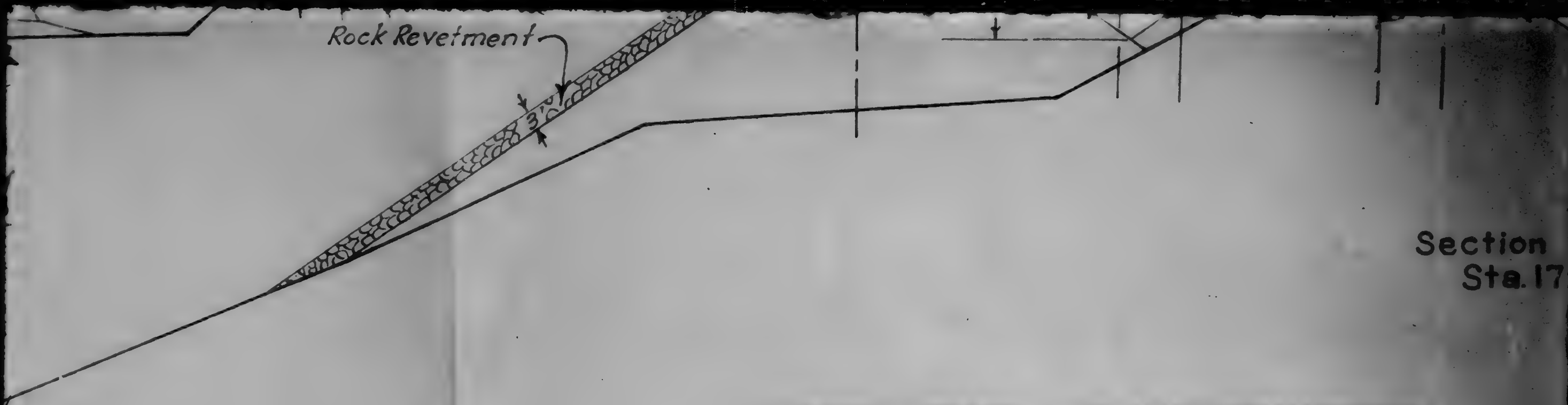
ROWENA TUNNEL SECTION

ENCROACHMENTS ON U.P.R.R. PROPERTY

COLUMBIA RIVER HIGHWAY

Scale 1"=100

Jan. 1952
Rev. Mar. 1952, Aug. 1952
Apr. 1952
July, 1952


Rock Revetment
3'
Section
Sta. 17

OREGON STATE HIGHWAY COMMISSION
Located Line

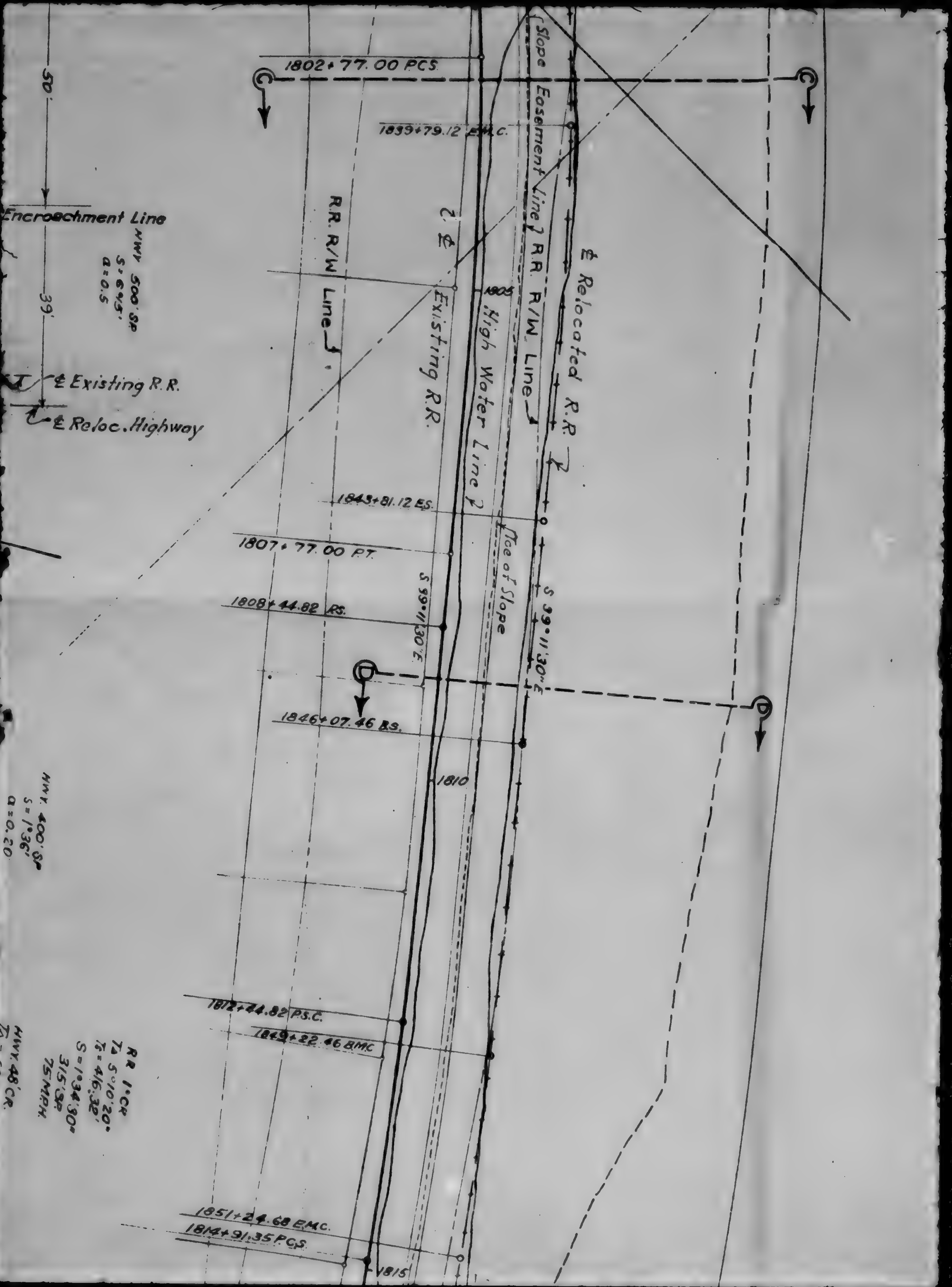
ROWENA TUNNEL SECTION

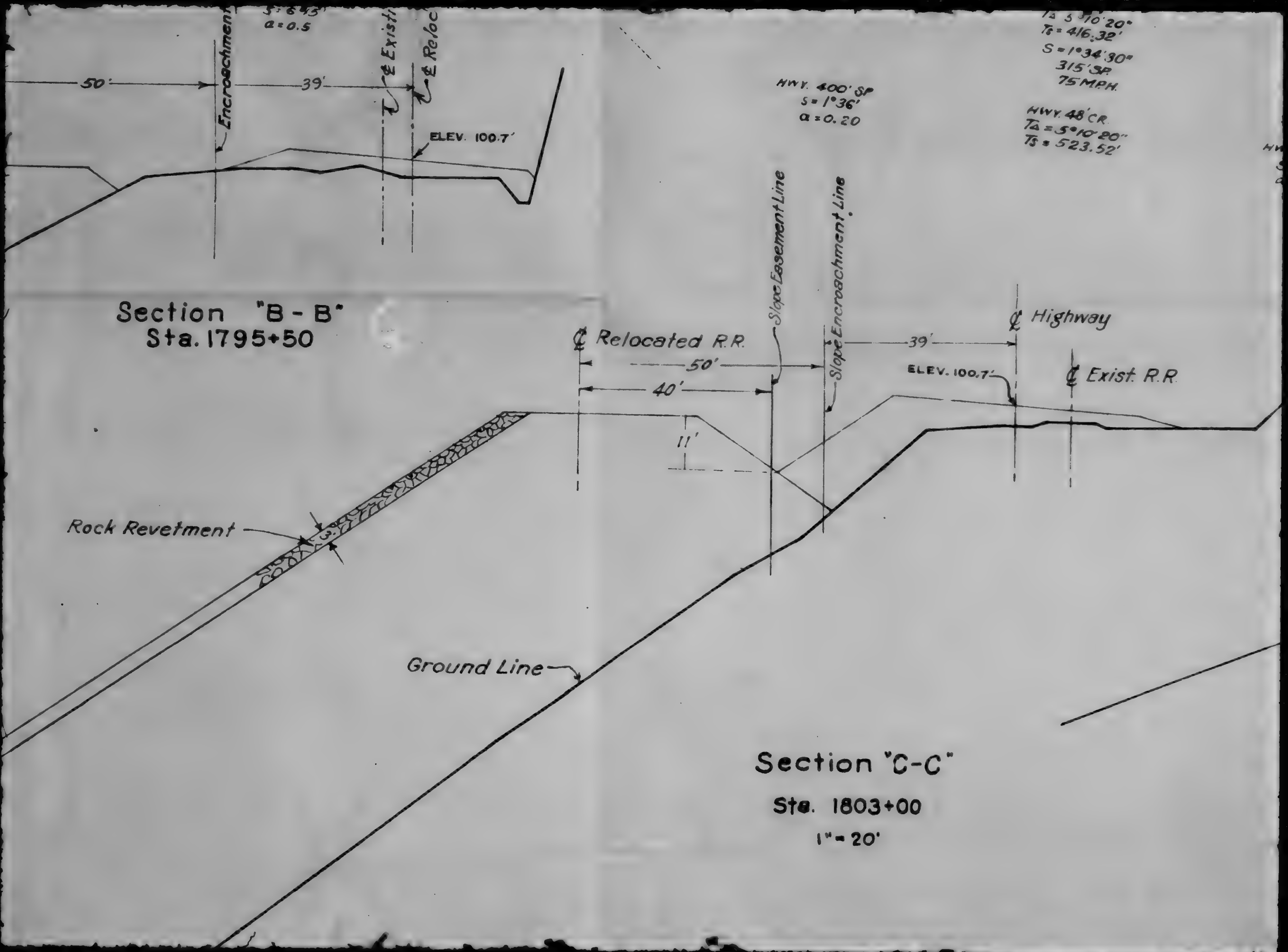
ENCROACHMENTS ON U.P.R.R. PROPERTY

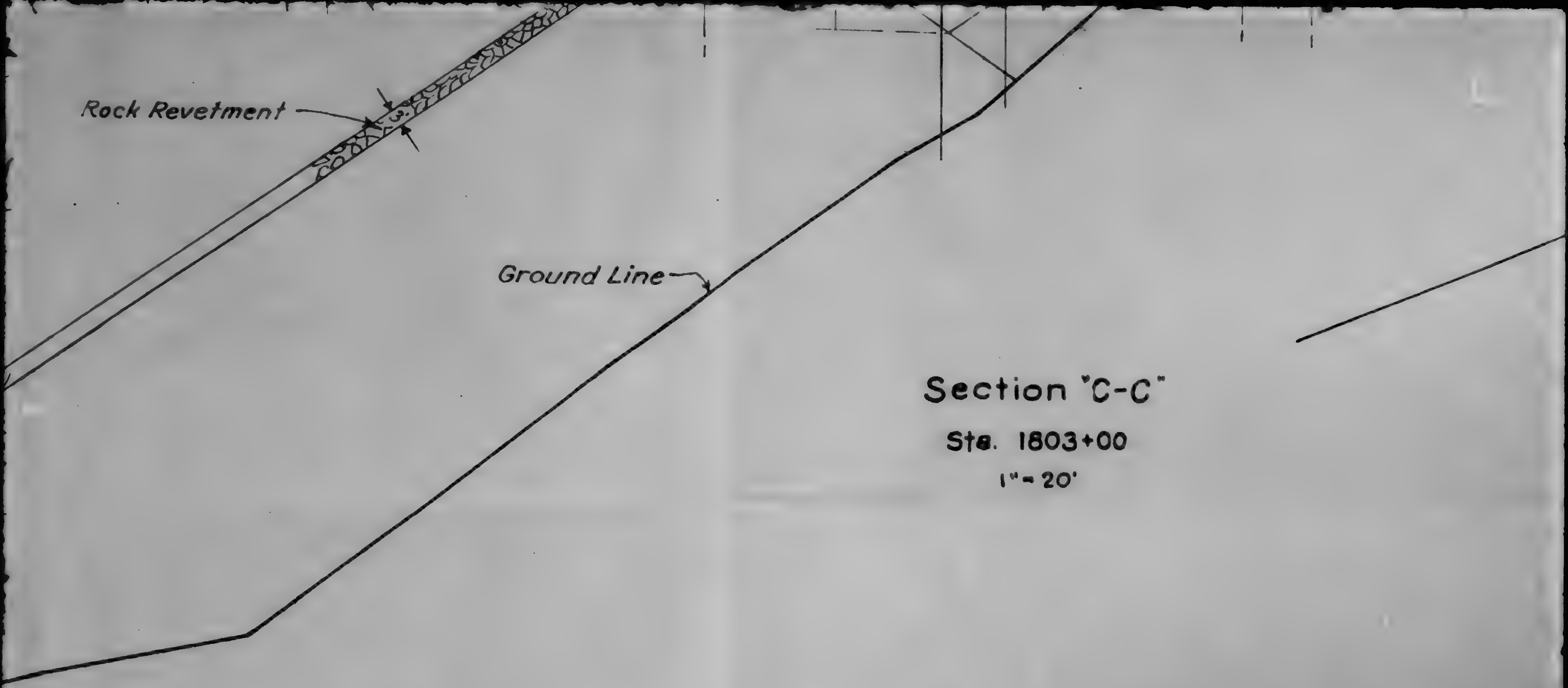
COLUMBIA RIVER HIGHWAY

Scale 1"=100
Jan. 1952
Rev. Mar. 1952, Aug. 1952
Apr. 1952
July, 1952

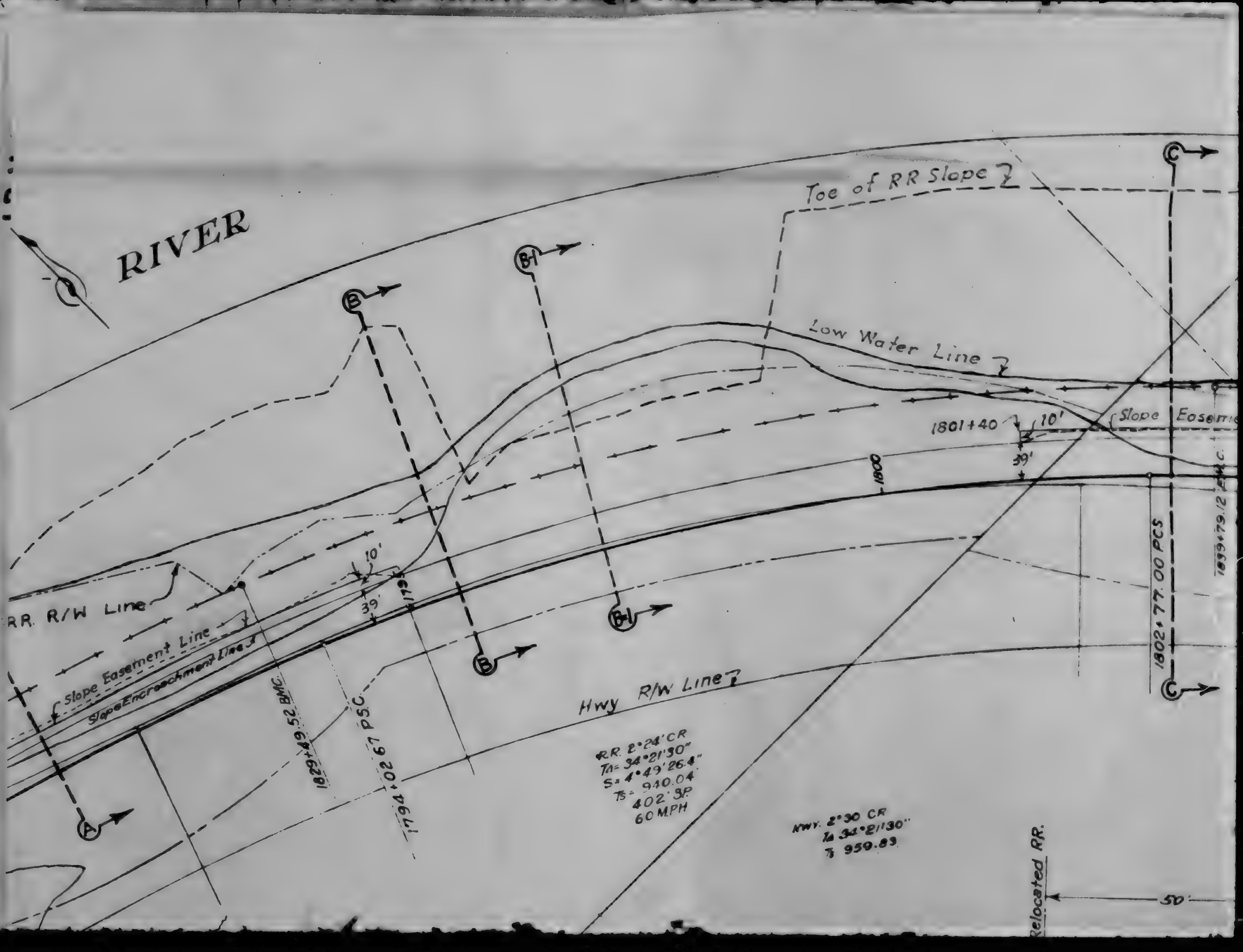
DRG. NO. 7B-11-10

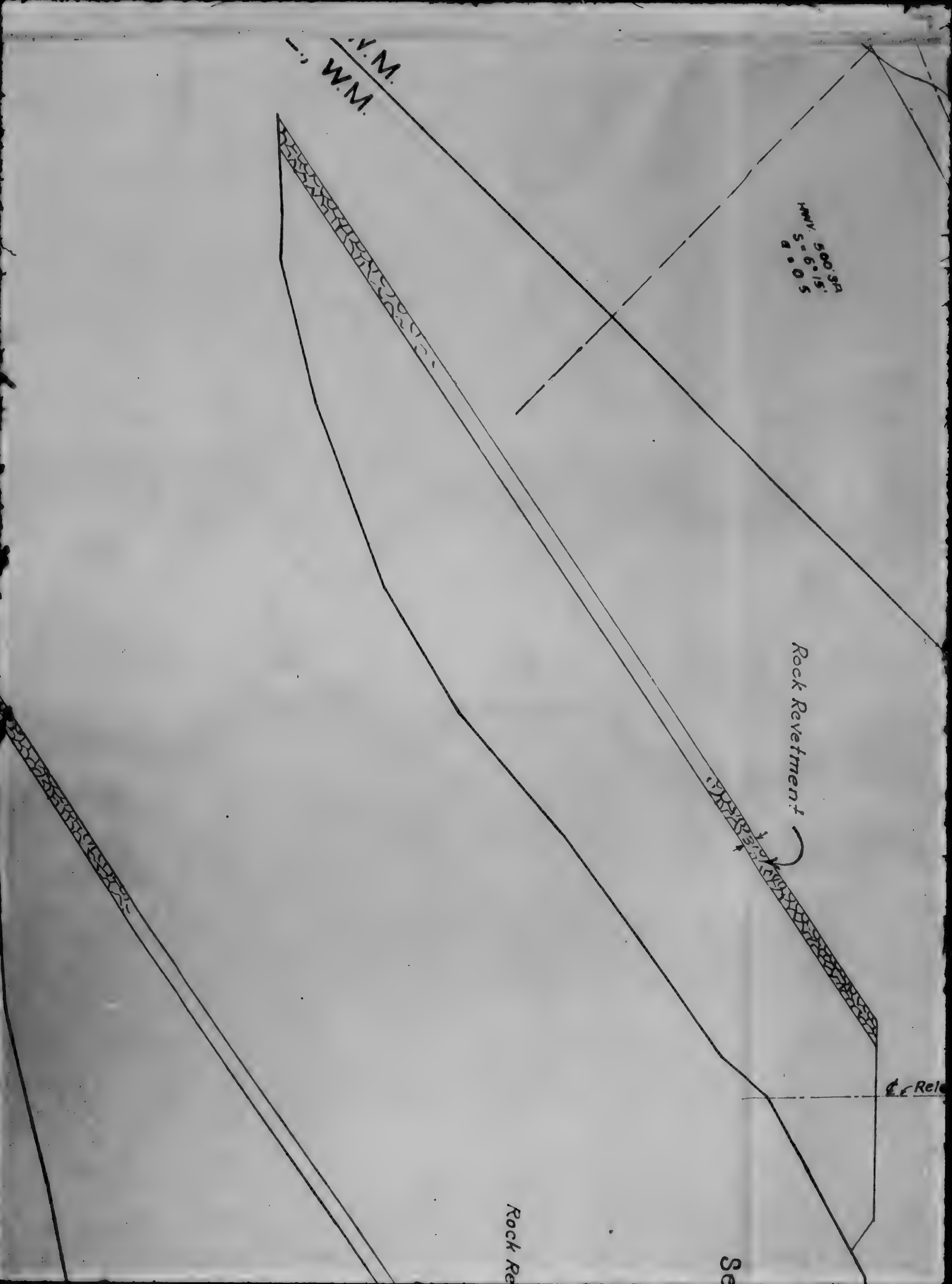

1802+77.00 P.C.S.
C
C
50'
1839+79.12 E.M.C.
Encroachment Line
HWY 500' SP
S=6°45'
a=0.5
39'
℄ Existing R.R.
℄ Reloc. Highway
R.R. R/W Line
℄
Existing R.R.
1805
High Water Line
Slope Easement Line
R.R. R/W Line
℄ Relocated R.R.
1843+81.12 E.S.
Toe of Slope
1807+77.00 P.T.
1808+44.82 P.S.
S 99°11'30" E
S 99°11'30" E
D
D
1846+07.46 P.S.
1810
HWY. 400' SP
S=1°36'
a=0.20
1812+44.82 P.S.C.
1849+22.46 B.M.C.
RR 1°CR
TΔ 5°10'20"
TS=416.32'
S=1°34'30"
315' SP
75 M.P.H.
HWY. 48' CR.
TΔ - 5°10'
1851+24.68 E.M.C.
1814+91.35 P.C.S.
1815


50'
Encroachment
S=6°45'
a=0.5
39'
℄ Existi
℄ Reloc
ELEV. 100.7'
Section "B - B"
Sta. 1795+50
HWY. 400' SP
S=1°36'
a=0.20
TΔ 5°10'20"
Ts=416.32'
S=1°34'30"
315' SP.
75 M.P.H.
HWY. 48' CR.
TΔ=5°10'20"
Ts=523.52'
HW
Slope Easement Line
Slope Encroachment Line
℄ Relocated R.R.
50'
40'
11'
39'
℄ Highway
ELEV. 100.7'
℄ Exist. R.R.
Rock Revetment
3'
Ground Line
Section "C-C"
Sta. 1803+00
1" = 20'

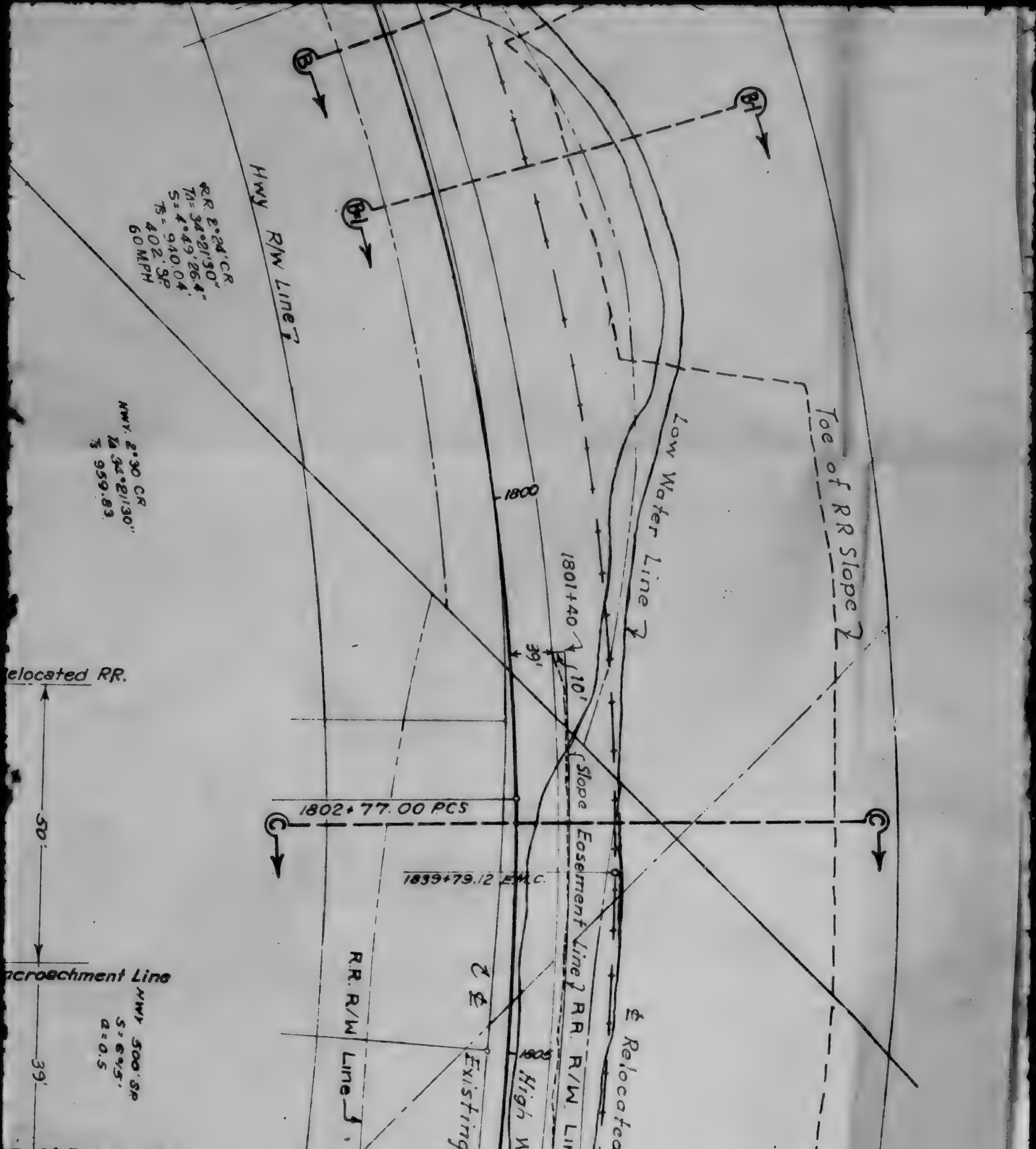

Rock Revetment
3'
Ground Line

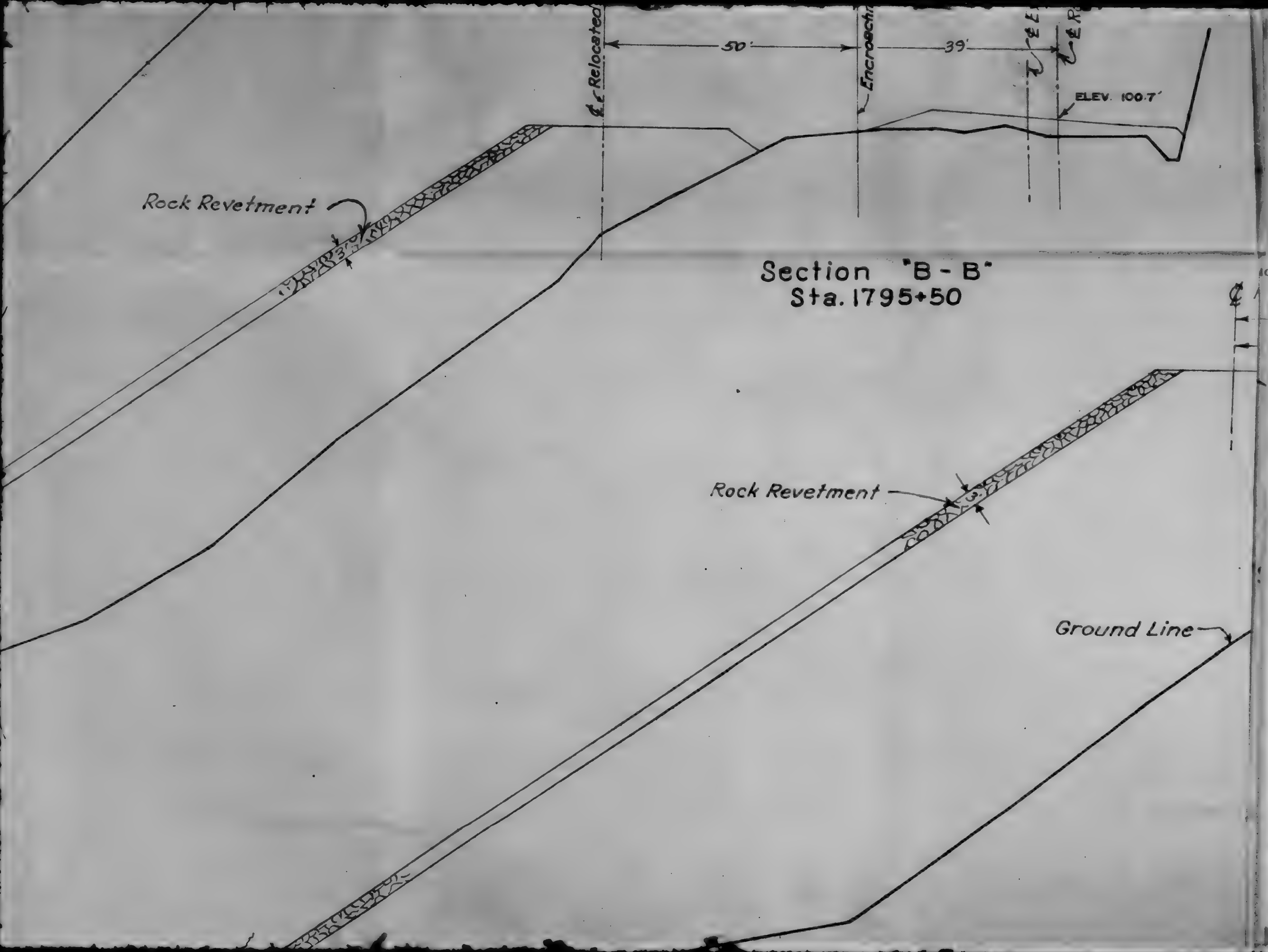
Section "C-C"
Sta. 1803+00
1" = 20'


RIVER
Toe of RR Slope
Low Water Line
RR. R/W Line
Slope Easement Line
Slope Encroachment Line
Hwy R/W Line
A
B
B
B-1
B-1
C
C
1829+49.52 BMC.
1794+02.67 PSC.
1795
39'
10'
1800
1801+40
10'
39'
Slope Easeme
1802+77.00 PCS
1839+79.12 BMC.
R.R. 2°24' CR
TA= 34°21'30"
S= 4°49'26.4"
TS= 940.04
402' SP.
60 MPH
HWY. 2°30 CR
TA 34°21'30"
T 959.83
Relocated RR.
50'

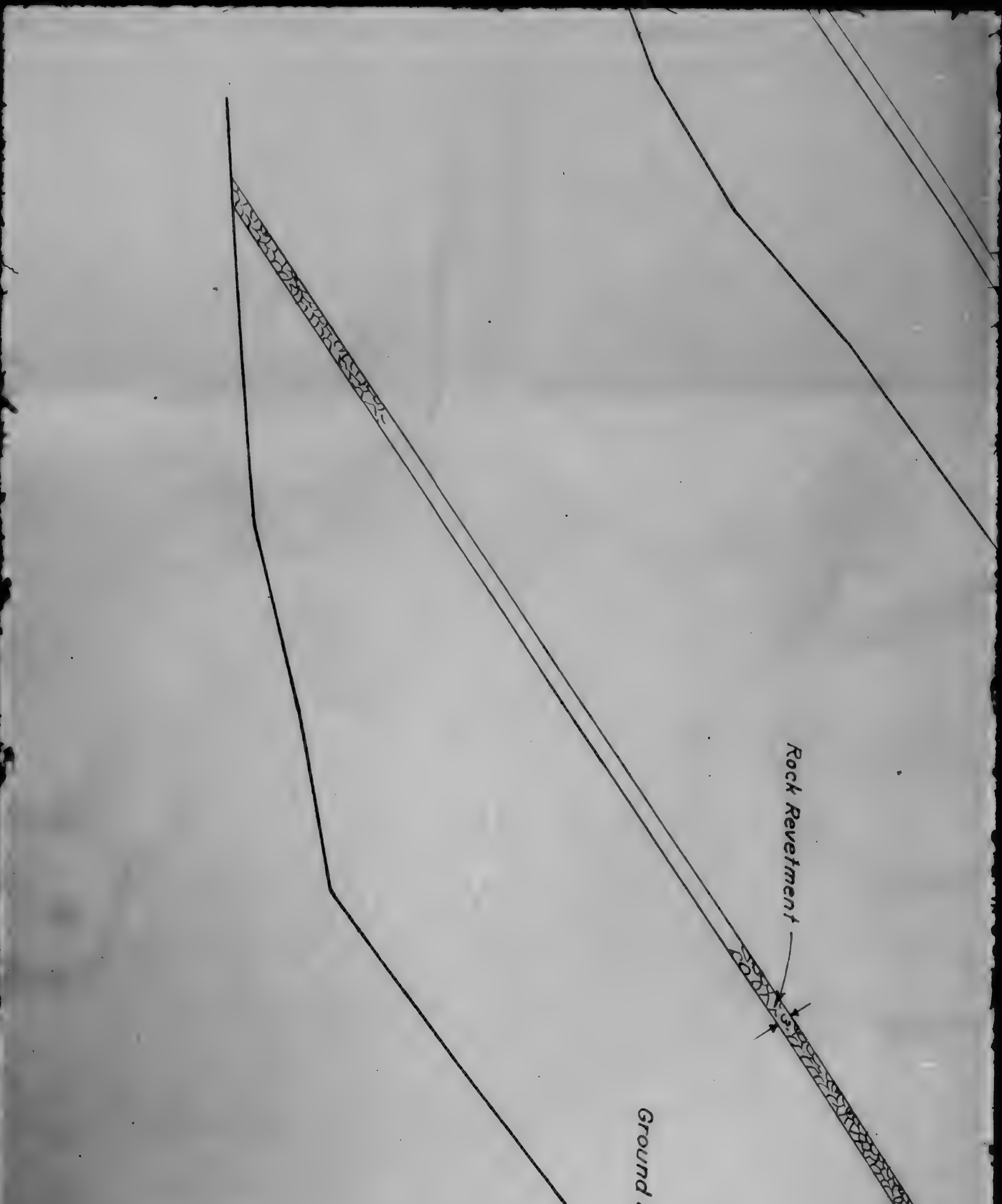

V.M.
W.M.
HWV. 500.5A
S=6.15'
d=0.5
Rock Revetment
8'
℄ Rel
Rock Re
Se

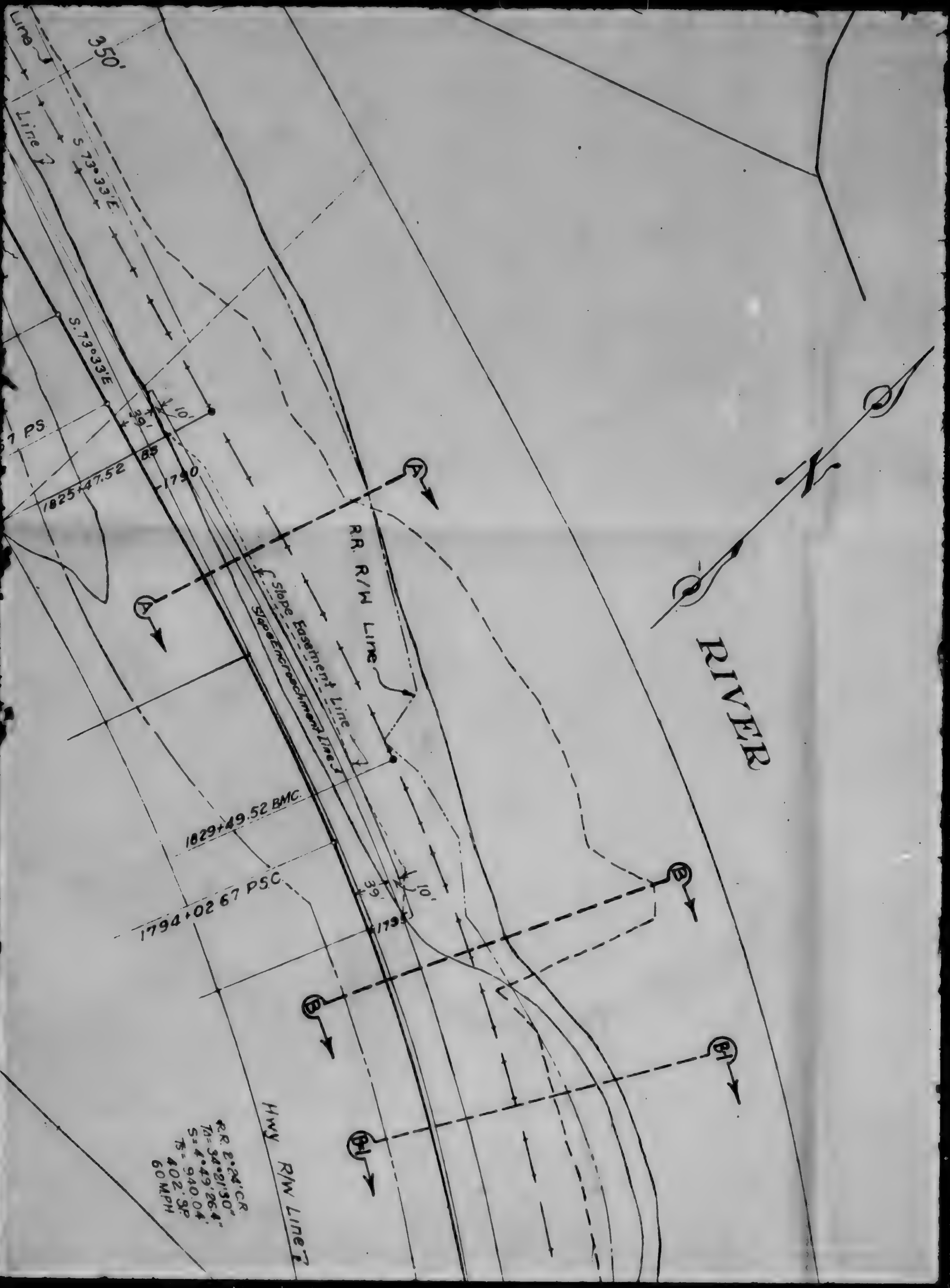
V.M.
W.M.
Rock Rev

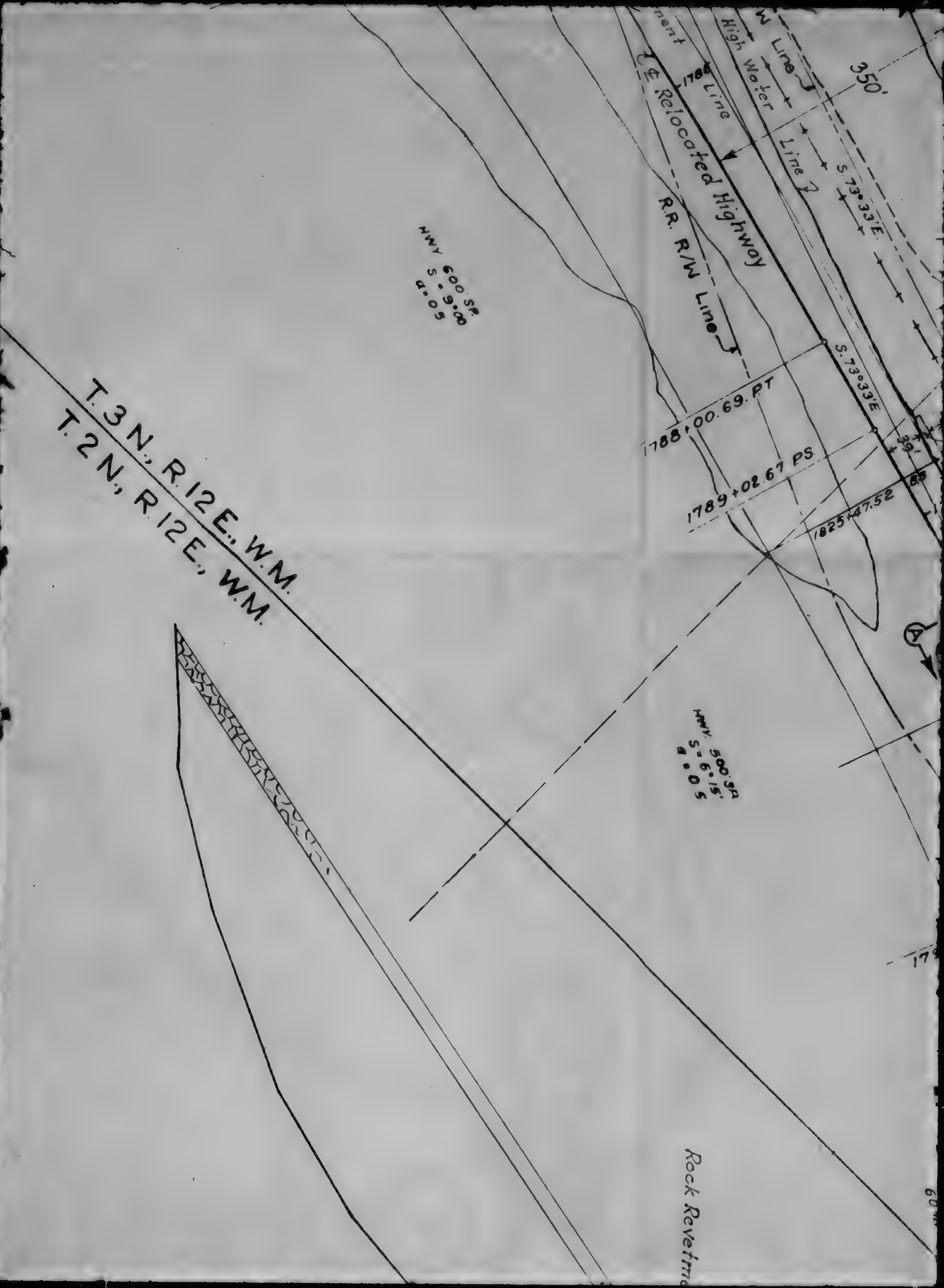

B
B-1
B-1
R.R. 2°24' C.R.
Δ= 34°21'30"
S= 4°49'26.4"
Ts= 940.04'
402' SP
60 MPH
Hwy R/W Line
HWY. 2°30' CR
Δ 34°21'30"
Ts 959.83
1800
Low Water Line
Toe of RR Slope
1801+40
39'
10'
Relocated RR.
50'
Slope
1802+77.00 P.C.S
C
C
1839+79.12 E.M.C.
Easement Line
R.R. R/W Line
℄ Relocated R.R.
Encroachment Line
HWY 500' SP
S= 6°45'
a= 0.5
39'
R.R. R/W Line
℄ Existing R.R.
1805
High Water Line
℄ Existing R.R.
℄ Reloc. Highway
1843+81.12 E.S.
1807+77.00 P.T.
Toe of

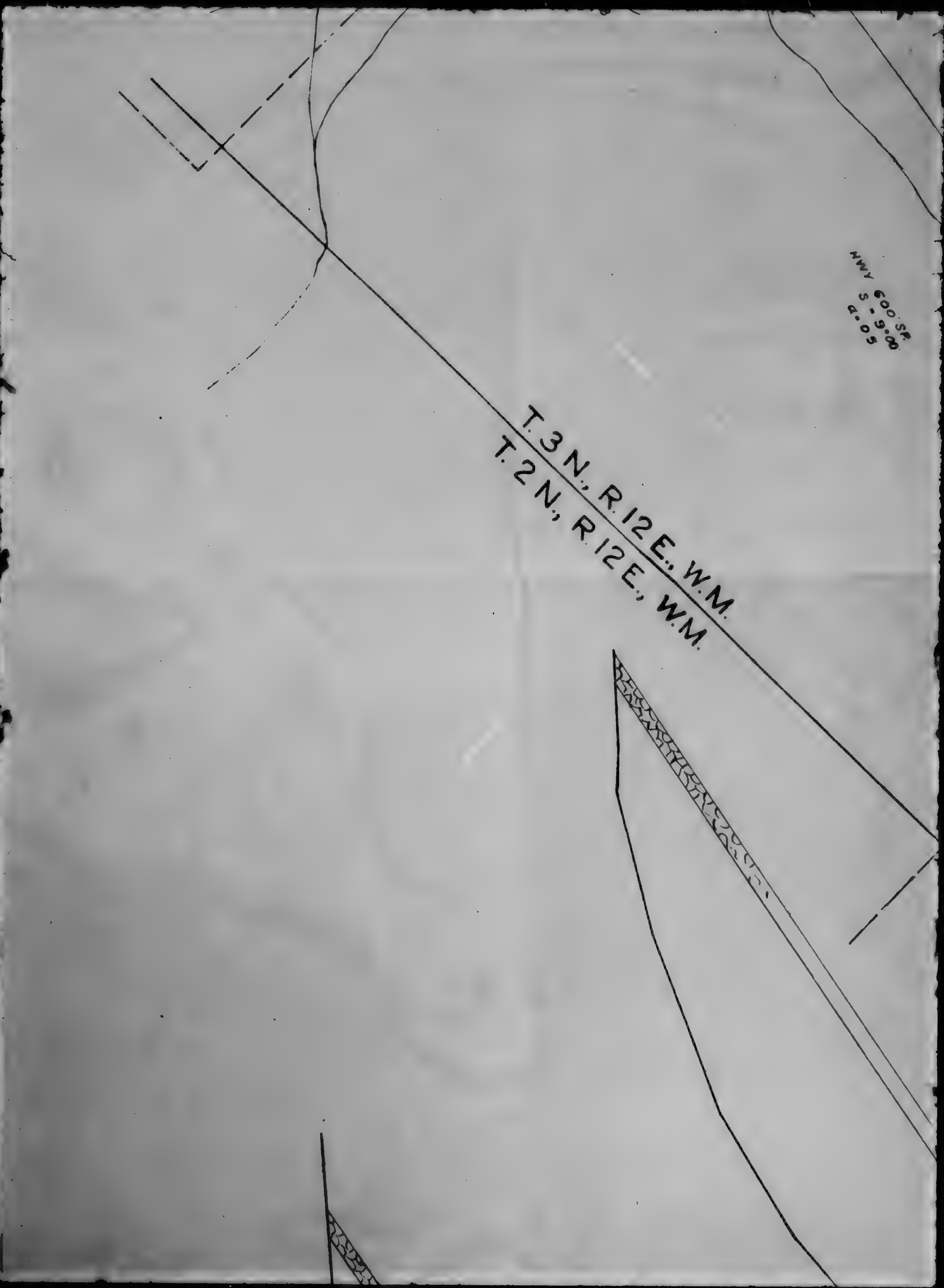

℄ Relocated
50'
Encroachm
39'
℄ E
℄ R
ELEV. 100.7'
Rock Revetment
3'
Rock Revetment
3'
Ground Line
℄

Section "B - B"
Sta. 1795+50

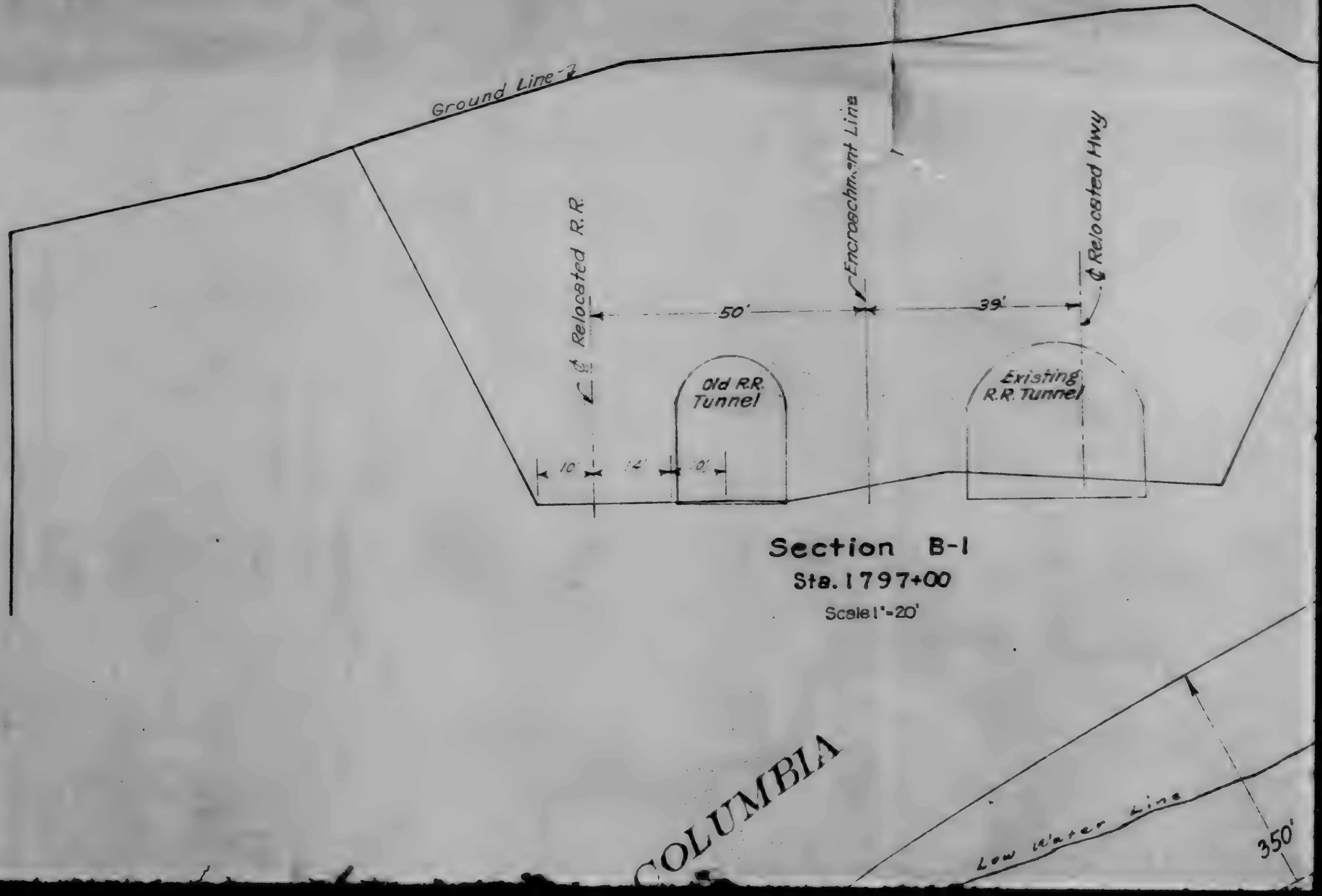

Rock Revetment
3'
Ground Line


Line
350'
Line
S. 73°33'E
S. 73°33'E
67 PS
10'
39'
BS
1825+47.52
1790
A
A
R.R. R/W Line
Slope Easement Line
Slope Encroachment Line
RIVER
1829+49.52 BMC
1794+02 67 PSC
39'
10'
1795
B
B
B-1
B-1
Hwy R/W Line
R.R. 2°24' C.R.
Ta= 34°21'30"
S= 4°49'26.4"
Ts= 940.04'
402.9P
60 MPH

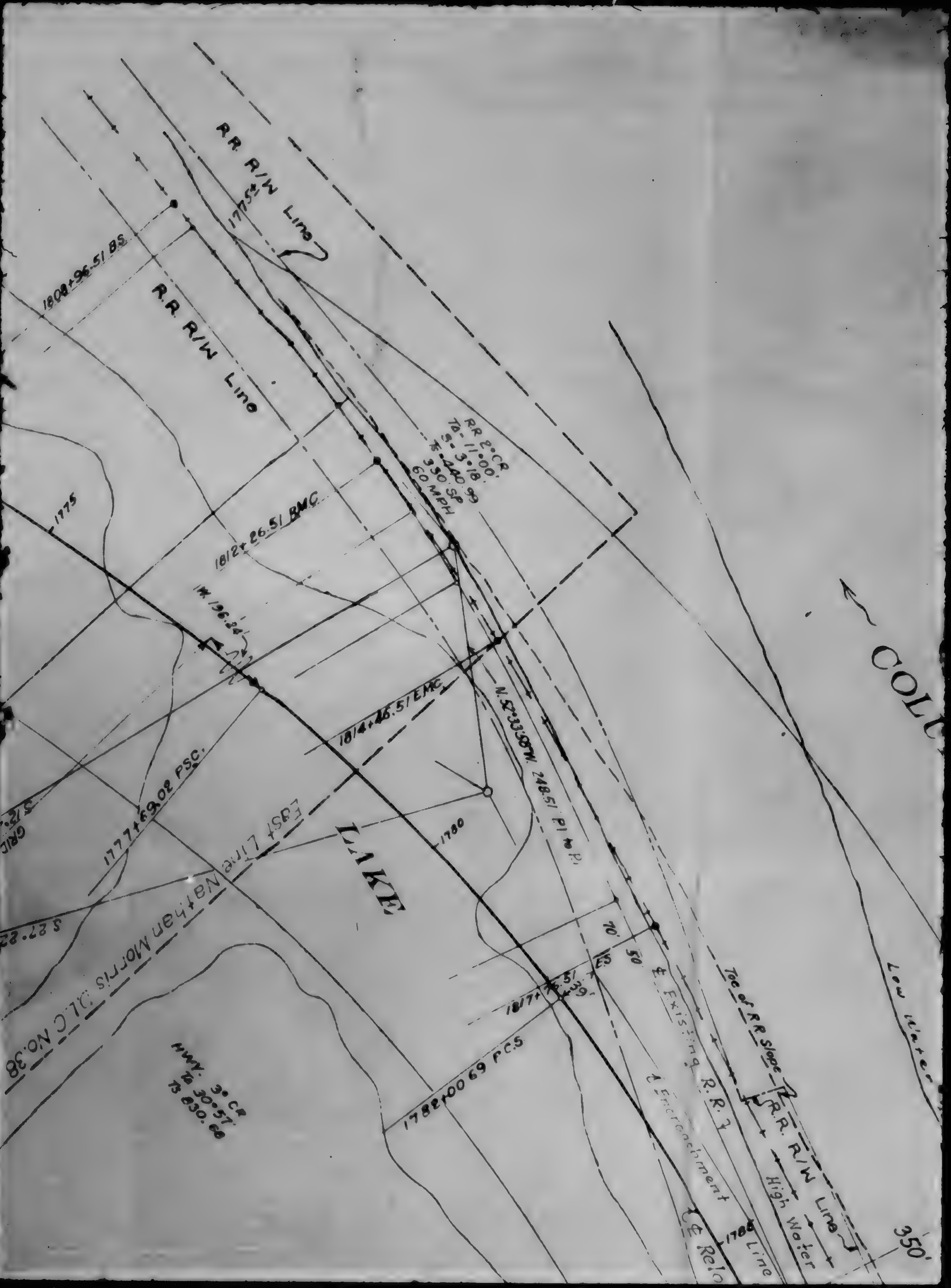
ment
W Line
High Water Line
Line
350'
1788 Line
℄ Relocated Highway
R.R. R/W Line
S.73°33'E.
S.73°33'E
HWY 600 SP.
S=9.00
a·05
1788+00.69 PT
1789+02.67 PS
1825+47.52
39'
85
A
T.3 N., R.12 E., W.M.
T.2 N., R.12 E., W.M.
HWY. 500 SP.
S=6.15'
a·05
17
Rock Revetme
60

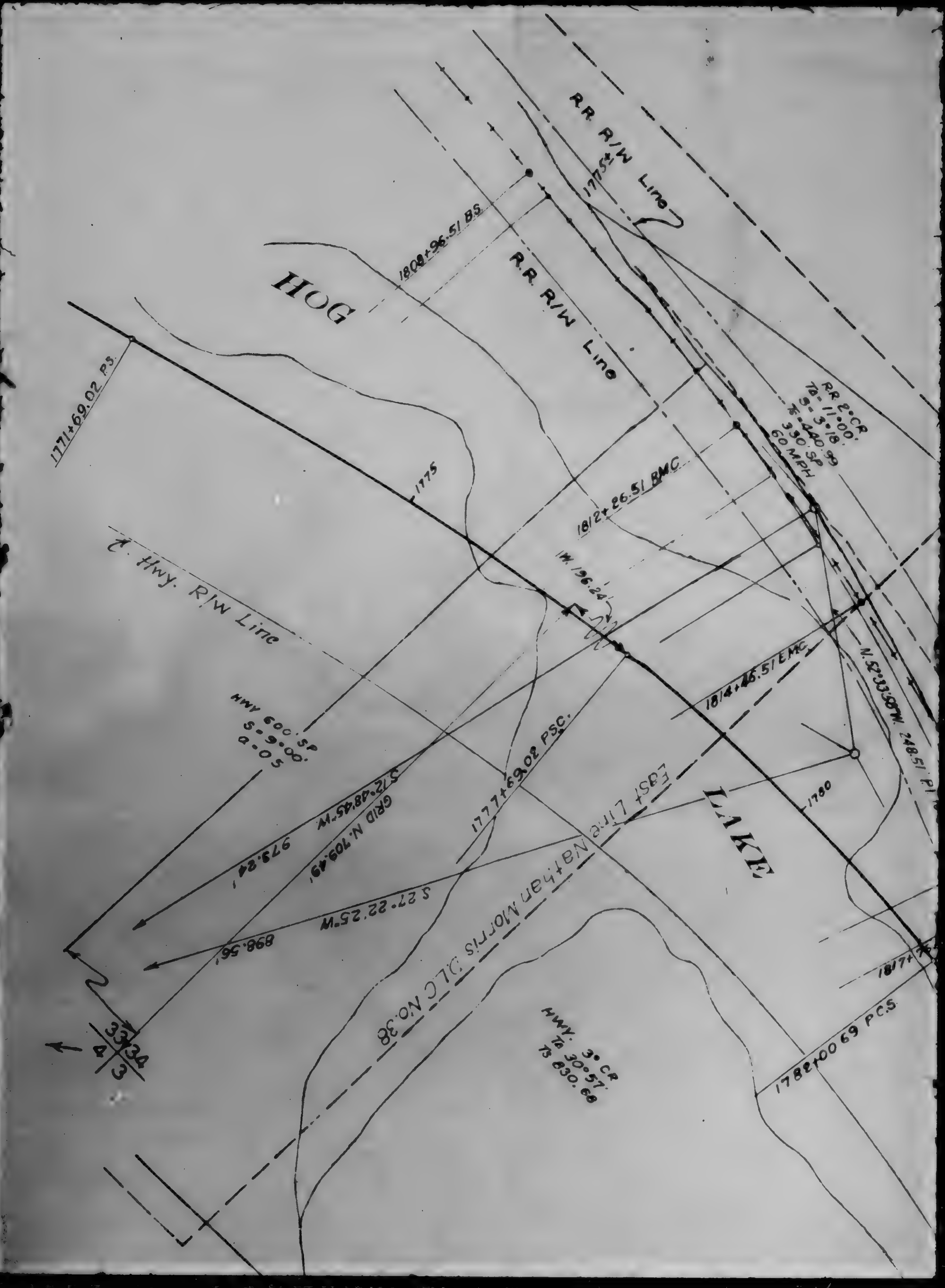

T. 3 N., R. 12 E., W.M.
T. 2 N., R. 12 E., W.M.
HWY 600 SP.
S - 9.00
a-05

1B-11-10


Ground Line
℄ Relocated R.R.
Encroachment Line
℄ Relocated Hwy
50'
39'
10'
14'
10'
Old R.R. Tunnel
Existing R.R. Tunnel
COLUMBIA
Low Water Line
350'

Section B-1
Sta. 1797+00
Scale 1"-20'


R.R. R/W Line
1775±
1808+96.51 BS
R.R. R/W Line
RR 2°CR
Ta-11.00'
Δ-3°18'
T-240.99
330 SP
60 MPH
1775
1812+26.51 BMC
1+196.24
1814+46.51 EMC
N.57°33'30"W. 248.51 PI to PI
1777+69.02 PSC.
East Line Nathan Morris D.L.C. No.38
LAKE
1780
70'
50'
ES
1817+76.51
39'
Toe of R.R. Slope
℄ Existing R.R.
℄ Encroachment
℄ Relo
Line
R.R. R/W Line
High Water
Low Water
COL
350'
1786
1782+00.69 P.C.S
HWY. 3°CR
Ta 30.57
T 830.66
S 12°
S 27.82
GRIC


R.R. R/W Line
1775+
1808+96.51 BS
R.R. R/W Line
HOG
1771+69.02 P.S.
R.R. 2°CR
Δ=11°00'
S=3°18'
T=440.99
330' SP
60 MPH
1812+26.51 BMC
1775
℄ Hwy. R/W Line
196.24'
1814+46.51 EMC
N.52°33'50"W. 248.51' P.I.
HWY 600' SP
S=9°00'
a=05
S.12°48'45"W
973.24'
GRID N.709.49'
1777+69.02 PSC.
East Line Nathan Morris DLC No.38
LAKE
1780
S 27°22'25"W
898.56'
1817+75
33
34
4
3
HWY. 3°CR
Δ 30°57'
T 630.66
1782+00.69 P.C.S.

BFI-35(7) Shogren-Rowena Unit, Mosier- 1957
The Dalles Sec., Columbia River
#3793 Hwy. FINAL AUDIT

E-I-35(D)

Salem, Oregon September 4, 19 57

STATE OF OREGON

To Union Pacific Railroad Co., Dr.
Omaha 2, Nebraska

Project Mosier-Rowena

Highway Comm. Agreement No. 398

Sub-Division No.

Ry. Company's Agreement No. Audit 78701

Estimate No. 2-Final

Period Covered 10/52 - 12/53

Prefix & Acct. No. 33-1031

Item	Total Amount to Date	Previous Amount	Present Amount
Bill 675031	43521.62	43521.62	
Bill 675033	113508.65	113508.65	
Less deductions per audit statement			
attached	-1760.48		-1760.48
Totals	155269.79	157030.27	-1760.48
Retained No %	-0-	15703.03	+15703.03
Total Payments	155269.79	141327.54	13942.55

Pay This Estimate $ 13942.55

Computed by Checked by

Approved Field Engr.

Previous Voucher No.

Approved:

Bridge Office Engineer

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

July 12, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of January 8, 1957, audit has been made of Union Pacific Railroad Company bills No. 675033 and 675031. Four copies of Form PR-302 pertaining to bill No. 675031 showing items cited by the auditor are attached. The railroad has not been furnished with copies of Form PR-302.

The audit of bill No. 675033 disclosed that the railroad has not allowed credit in conformance with PPM-30.3, for materials retired from the old tracks, but allowance has been made for a "reasonable salvage value", in accordance with Section 4-(f) of the State-Railroad agreement. It was also noted that the railroad billed labor and material overheads customarily charged by railroads which is in accordance with Section 4-(h) of the State-Railroad agreement. No citations were made of the above due to bill being non-participating.

All documents submitted by you are returned herewith.

Very truly yours,

G. Polk

C. G. Polk
Division Engineer

Attachments

RECEIVED
JUL 1 1957
[illegible]

RECEIVED
JUL 1 1957
OFFICE OF
STATE HIGHWAY ENGINEER

08-35 July 12, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of January 8, 1957, audit has been made of Union Pacific Railroad Company bills No. 675033 and 675031. Four copies of Form PR-302 pertaining to bill No. 675031 showing items cited by the auditor are attached. The railroad has not been furnished with copies of Form PR-302.

The audit of bill No. 675033 disclosed that the railroad has not allowed credit in conformance with PPM-30.3, for materials retired from the old tracks, but allowance has been made for a "reasonable salvage value", in accordance with Section 4-(f) of the State-Railroad agreement. It was also noted that the railroad billed labor and material overheads customarily charged by railroads which is in accordance with Section 4-(h) of the State-Railroad agreement. No citations were made of the above due to bill being non-participating.

All documents submitted by you are returned herewith.

Very truly yours,

C. G. Polk
Division Engineer

Attachments

RECEIVED
JUL [illegible] 1957
[illegible]

Form PR-302
(9-14-55)

SUBMIT IN QUADRUPLICATE

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
FINANCE AND MANAGEMENT

STATEMENT OF ITEMS FOR ADMINISTRATIVE REVIEW

Field audit has been made of ______________________ PR-20 Voucher on
(First, second, etc.)

Oregon Project No. BFI-35(7) for the period from

______________ to ______________, submitted for $______________

and the Division Engineer's recommendations are requested on the following items:

ITEM DESCRIPTION, ETC. AMOUNT

Union Pacific Railroad Bill No. 673031
Amount $43,521.62

1 Rental of equipment - Page 19 and 20 -
Outfit cars have been claimed in the bill on a daily rate, rather than actual hours worked on the project by the telegraph department.

October, 1952
Claimed - 16 outfit cars 2 days @ $1.016 = $32.51
Allowable - 16 outfit cars 31 days @ $1.016 = $503.94
Telegraph Dep't. worked 2787 hours in month
Telegraph Dep't. worked 200 hours on project
200/2787 = .07176 X $503.94 = $36.16
Difference $36.16 - $32.51 = $3.65 Cr.

November, 1952
Claimed - 16 outfit cars 6 days @ $1.016 = $97.54
Allowable - 16 outfit cars 30 days @ $1.016 = $487.68
Telegraph Dep't. worked 2697 hours in month
Telegraph Dep't. worked 372 hours on project.
372/2697 = .013793 X $487.68 = $67.27
Difference $97.54 - $67.27 = $30.27

(Continued on sheet 2)

I recommend DEDUCTIONS from the voucher of items Nos. ______________

I recommend SUSPENSION from the voucher, pending further investigation and report of items Nos. ______________

I recommend PAYMENT to the State of items Nos. ______________

____
Division Engineer.

H. O. Rufenacht
H. O. Rufenacht *Field Auditor.*

Omaha, Nebraska
(Place)

June 27, 1957
(Date)

Comm-DC 46239

Form FA-2-a

SUBMIT IN QUADRUPLICATE

U. S. BUREAU OF PUBLIC ROADS
DIVISION OF CONTROL

Oregon — Project/Docket No. RFI-35(7) — Sheet 2

GPO 8—12434

Item — *Description, etc.* — *Amount*

January, 1953
Claimed - 16 outfit cars 18 days @ $1.016 = $292.61
Allowable - 16 outfit cars 31 days @ $1.016 = $503.94
Telegraph Dep't. worked 2943 hours during month
Telegraph Dep't worked 817 hours this project
817/2943 = .2776 X $503.94 = $139.89
Difference $292.61 - $139.89 = $152.72

July, 1953
Claimed - 15 outfit cars 8 days @ $1.016 = $121.92
Allowable - 13 outfit cars 31 days = 403
1 outfit car 2 days = 2
1 outfit car 1 days = 1
Total = 406
406 days X 1.016 ea. day = $412.50
Telegraph Dep't. worked 3394 hours during month
Telegraph Dep't worked 319 hours this project
Difference $121.92 - $38.77 = $83.15

Total Amount Cited — $262.49

2 Page 17, September 1953- Form 302 #1740
The bill contains a charge for 2448' of 19 Condr. self-supporting aerial cable #14 AWG @ 68¢ per ft. Total $1,664.64. The records indicate the above cable was recovered in December 1953 and it appears credit should be allowed in the bill in accordance with PPM 30-3, Sec. 10.c.(1)(h).
2448' 19 Condr. self-supporting aerial
cable #14 AWG @ .68 = $1,664.64
Less 10% loss of service life = 166.65
Amount cited — $1,497.99

1760 48

Oregon **RFL-35(7)**

Union Pacific Railroad Bill No. 673031
Amount $43,321.62

1 **Rental of equipment - Page 19 and 20 -**
Outfit cars have been claimed in the bill on a daily rate, rather than actual hours worked on the project by the telegraph department.

October, 1952
Claimed - 16 outfit cars 2 days @ $1.016 = $32.51
Allowable - 16 outfit cars 31 days @ $1.016 = $503.94
Telegraph Dep't. worked 2787 hours in month
Telegraph Dep't. worked 200 hours on project
200/2787 = .07176 X $503.94 = $36.16
Difference $36.16 - $32.51 = $3.65 Cr.

November, 1952
Claimed - 16 outfit cars 6 days @ $1.016 = $97.54
Allowable - 16 outfit cars 30 days @ $1.016 = $487.68
Telegraph Dep't. worked 2697 hours in month
Telegraph Dep't. worked 372 hours on project.
372/2697 = .013793 X $487.68 = $67.27
Difference $97.54 - $67.27 = $30.27

(Continued on sheet 2)

H. O. Rufenacht

Omaha, Nebraska

June 27, 1953

__January, 1953__
Claimed - 16 outfit cars 18 days @ $1.016 = $292.61
Allowable - 16 outfit cars 31 days @ $1.016 = $503.94
Telegraph Dep't. worked 2943 hours during month
Telegraph Dep't worked 817 hours this project
817/2943 = .2776 X $503.94 = $139.89
Difference $292.61 - $139.89 = $152.72

__July, 1953__
Claimed - 15 outfit cars 8 days @ $1.016 = $121.92
Allowable - 13 outfit cars 31 days = 403
1 outfit car 2 days = 2
1 outfit car 1 days = 1
Total = 406
406 days X 1.016 ea. day = $412.50
Telegraph Dep't. worked 3394 hours during month
Telegraph Dep't worked 319 hours this project
Difference $121.92 = $38.77 = $83.15

Total Amount Cited $262.40

2 Page 17, September 1953- Form 502 #1740
The bill contains a charge for 2448' of 19 Condr. self-supporting aerial cable #14 AWG @ 68¢ per ft. Total $1,664.64. The records indicate the above cable was recovered in December 1953 and it appears credit should be allowed in the bill in accordance with PPM 30-3, Sec. 10.c.(1)(h).

2448' 19 Condr. self-supporting aerial cable #14 AWG @ .68 =	$1,664.64
Less 10% loss of service life =	166.65
Amount cited	$1,497.99

FORM E-123 25M REVISED 6-56

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MC IVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

January 8, 1957

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

RE: Mosier Rowena Section
F.A.P. No. Ore. DFI-35(7)

Enclosed are Union Pacific Railroad Company bills No. 675033 and 675031 along with a copy of the State Railroad Agreement for the above project. Will you please audit these bills for us.

If additional information concerning the job is required for the auditor's use please advise us and it will be furnished.

Very truly yours,

W. C. Williams
State Highway Engineer

CAG/kcs
cc: C. A. Gardner

RECEIVED
JAN [illegible] - 1957
[illegible] DEPARTMENT

Cnt 3792

F 1 BFI- 35(7)

Salem, Oregon September 14, 1954

STATE OF OREGON

To Union Pacific Railroad Co., Dr.
Omaha 2, Nebraska

Project Mosier-Rowena

Highway Comm. Agreement No. 398

Sub-Division No.

Ry. Company's Agreement No. Audit 78701

Estimate No. 1

Period Covered 10/52 - 12/53

Prefix & Acct. No. 33-1031

Item	Total Amount To Date	Previous Amount	Present Amount
Bill 675031	43521.62	- 0 -	43521.62
Bill 675033	113508.65	- 0 -	113508.65
Totals	157030.27	- 0 -	157030.27
Retained 10 %	15703.03	- 0 -	15703.03
Total Payments	141327.54	- 0 -	141327.54

Pay This Estimate $ 141327.54

Computed by ____ Checked by ____

Approved Field Engr. ____

Approved:

Previous Voucher No. ____

cag

Bridge/Office Engineer

1-52-100M

Form 130A

State of Oregon
State Highway Commission
Salem, Oregon
c/o Mr. J. G. Kimmell - Albina

BILL NO. 675031

MONTH'S ACCOUNT July 1954

JF DEPT. NO. 6003

DATE MADE [illegible] 19

To UNION PACIFIC RAILROAD COMPANY, Dr.

Make checks payable to Union Pacific Railroad Company, and address all remittances to the Assistant Treasurer, Omaha 2, Nebr.

FOR Cost of service and temporary work in connection with line change between Mosier and Rowena M.P. 73.68 to 74.96 Wasco County, Oregon. Contract Audit No. 78701 dated August 21, 1952

WO 7066-1 O.W.

Detail Attached $43521 62

The records supporting the charges in this bill are located in the office of the Auditor of Disbursements, Omaha, Nebraska.

Audit completed 6-27-57.
Omaha, Nebr.
See BR-302
H. O. Rufenacht

OK 9-7 1954
Dean Swift
33-1031

For further information, address Auditor of General and Station Accounts, U. P. R. R. Co., Omaha 2, Nebraska

UNION PACIFIC RAILROAD COMPANY

Cost of service and temporary work in connection with line change M.P. 73.68 to 74.96 - furnished Engineer Inspector, Flagman and Watchman, patrolling signal and telegraph lines, temporary rearrangement of signal and telegraph poles and lines. Contract Audit No. 78701 dated August 21, 1952.

W.O. 7066-1 OW
Labor charges:

October 1952 - Engr. Inspector Riser (23 da. mo.)	
PR 701-2 - Inspecting highway construction	
Thomas W. Riser - 4 days @ 445.00	77.39
PR 712-1 Signal Clerk (31 da. mo.)	
Relocate signal pole line 8 hrs. @489.40	15.79
PR 712-1 Signal 782 (27 da.mo.)	
Deadening pole line, install UG cable	
24 hrs. @440.81	48.98
188 hrs. @2.003	376.56
24 hrs. @1.763	42.31
32 hrs. @1.739	55.65
40 hrs. @1.691	67.64
Cutting signal power line to allow for blasting	
4 hrs. @2.003	8.01
2 hrs. @3.0043 overtime	6.01
PR 712-2 Signal 782	
Cutting signal power line to allow for blasting	
88 hrs. @2.003	176.26
8½ hrs. @3.0045 overtime	25.53
PR 712-1 Signal	
Patrolling, signal wires	
12 hrs. @ 2.003	24.04
PR 712-2 Protect & patrol lines	
6 hrs. @2.003	12.02
1 " @3.0045 overtime	3.00
PR Teleg. Dept. - Patrol telegraph	
12 hrs. @1.931	23.17
Teleg. Dept. - Move pole line to temp. location	
32 hrs. @2.021	64.67
2 hrs. @2.897 overtime	5.79
102 hrs. @1.931	196.96
34 hrs. @1.691	57.49
PR Teleg - 2 - Patrol lines	
28 hrs. @1.931	54.07
2 hrs. @2.897 overtime	5.79

Arch

PR 713 - Trk. Sec. 11 - Flagging		
8 hrs. @1.535		12.28
PR 713 - Trk. Sec. 12 - Flagging		
4 hrs. @1.85		7.40
16 hrs. @1.547		24.75
November 1952		
PR 701-1 Engr. Inspector T. W. Riser (19 da. mo.)		
3 days @445.00 mo.		70.26
PR 701-2		
4 days @445000 mo.		93.68
PR 712-1 - Patrol signal line		
80 hrs. @2.003		160.24
34 hrs. @3.0045	overtime	102.15
PR 712-2 - Patrol signal lines		
40 hrs. @2.003		80.12
4 hrs. @3.0045	overtime	12.02
PR 712-2 - Patrol signal lines		
32 hrs. @2.003		64.10
PR 713 - Sec. 12 - Flagging		
28 hrs. @2.81		78.68
144 hrs. @1.54		221.76
21 hrs. @2.32	overtime	48.72
PR Telegraph Dept. (30 day mo.)		
Mauling pole line		
6 days @435.00		87.00
24 hrs. @2.021		48.50
3 hrs. @2.897	overtime	8.69
147 hrs. @1.931		283.86
150 hrs. @1.691		253.65
Patrol Line		
80 hrs. @1.931		154.48
31 hrs. @2.897	overtime	89.81
64 hrs. @1.931		123.58
4 hrs. @2.897	overtime	11.59
December 1952 (22 day mo.)		
PR 701-1 Wm. C. Pound - Engr. Inspector		
2 days @445.00 mo.		40.45
PR 701-2 - Wm. C. Pound - Engr. Inspector		
55 hrs. @445.00 mo.		139.06
PR 701-1 - Thomas Riser - Inspect highway construction		
3 days @445.00 mo.		60.68

PR 712-1 - Patroling signal lines		
88 hrs. @2.003		176.26
31 hrs. @3.0045	overtime	93.14
PR 712-2 - Patrol signal lines		
72 hrs. @2.003		144.22
11 hrs. @3.0045	overtime	33.05
PR 712-2 Signal 782 (27 day mo.) Temporary rearrangement of signal lines		
96 hrs. @440.81		195.92
456 hrs. @2.003		913.37
104 hrs. @1.763		183.35
56 hrs. @1.739		97.38
120 hrs. @1.691		202.92
PR 712 - Signal Clerk (31 day mo.) Temporary relocation of signal lines		
40 hrs. @489.40		78.94
PR Teleg Dept. - R. E. Becker Patrol Telegraph Lines		
51 hrs. @1.931		98.48
21 hrs. @2.897	overtime	60.84
Replace open wire under temp. overpass		
20 hrs. @1.931		38.62
6 hrs. @2.897	overtime	17.38
PR Teleg Dept. - H. Robinson Patrolling Telegraph Lines		
8 hrs. @1.931		15.45
1 hr. @2.897	overtime	2.90
PR Teleg. Dept. 2nd half - Becker Patrol Telegraph Lines		
67 hrs. @1.931		129.38
11 hrs. @2.897	overtime	31.87
4 hrs. @2.897	overtime	11.59
PR Teleg. Dept. 2nd half - Robinson Move line a/c blasting		
8 hrs. @2.021		16.17
1 hr. @2.897	overtime	2.90
32 hrs. @1.931		61.79
24 hrs. @1.691		40.58
*1327 hrs. @ .04		53.08

*Additional compensation for the period December 1, 1952 through March 31, 1953, inclusive under Guthrie Award dated March 18, 1953.

3% Vacation 5,743.51	172.31
6½% RRR & UI Tax 1952 on 6,496.53	422.27
4% Insurance on 6,496.53	259.86

January 1953

PR 701-1 - Wm. C. Pound (21 da.mo.)		
Inspection work on highway construction		
73 hrs. @459.00		199.45
PR 701-2 - Inspection work		
82 hrs. @459.00		224.04
PR 712-1 - Fred B. Pendleton		
Patrol inspect signal lines		
80 hrs. @1.993		159.44
2 hrs. @2.9895	overtime	5.98
PR 712-2 - Patrol, inspect signal wires		
88 hrs. @1.993		175.38
9 hrs. @2.9895	overtime	26.91
Delay by trains on way to Dalles		
4 hrs. @2.9895	overtime	11.96
PR 712-2 Signal Gang 782 - Melvin Allen (27 da.mo.)		
Place signs for UG cable & clean up material		
8 hrs. @438.72		16.25
32 hrs. @1.993		63.78
8 hrs. @1.753		14.02
8 hrs. @1.681		13.45
PR 713 - Section 12 N. Gaglia		
Flagging & protecting track		
32 hrs. @1.864		59.65
11 hrs. @2.795	overtime	30.75
216 hrs. @1.525		329.40
26 hrs. @2.29	overtime	59.54
PR Teleg. Dept. - R. E. Becker		
Patrol Teleg. Line		
76 hrs. @1.921		146.00
2 hrs. @2.882	overtime	5.76
80 hrs. @1.921		153.68
3 hrs. @2.882	overtime	8.65
PR Teleg. Dept. - H. Robinson (31 day.mo.)		
Move pole line		
1 day @446.13		14.39
16 hrs. @2.011		32.18
2 hrs. @2.882	overtime	5.76
72 hrs. @1.921		138.31
76 hrs. @1.681		127.76
14 days @446.13		201.48
40 hrs. @2.011		80.44
5 hrs. @2.882	overtime	14.41
344 hrs. @1.921		660.82
240 hrs. @1.681		403.44

February 1953	
PR 701-1 & 2 - Wm. C. Pound (19 da. mo.)	
Inspection work on high way construction	
7 days @459.00 mo.	169.11
9 days @459.00 mo.	217.42
PR 712-1 & 2 - Fred B. Pendleton	
Patrol signal lines	
56 hrs. @1.993	111.61
66 hrs. @1.993	131.54
PR 712 - Section 12 - Gaglia - Flagging & watching	
80 hrs. @1.525	122.00
PR Teleg. Dept. - R. E. Becker	
Patrol telegraph lines	
40 hrs. @1.921	76.84
2 hrs. @2.882 overtime	5.76
72 hrs. @1.921	138.31
PR Tele. Dept. - H. Robinson - Move pole line	
16 hrs. @2.011	32.18
2 hrs. @2.882 overtime	5.76
128 hrs. @1.921	245.89
96 hrs. @1.681	161.38
March 1953	
PR 701-1 - Wm. C. Pound (22 da.mo.)	
Inspection work on highway construction	
10 days @459.00 mo.	208.64
PR 701-2 - Wm. C. Pound	
Inspection work on highway construction	
10-3/4 days or 86 hrs. @459.00 mo.	224.28
PR 712-1 - Fred B. Pendleton - Patrol signal lines	
80 hrs. @1.993	159.44
2 hrs. @2.9895 overtime	5.98
PR 712-2 - Pendleton - Patrol signal lines	
74 hrs. @1.993	147.48
2 hrs. @2.9895 overtime	5.98
PR 712-1 Signal Clerk Richards (31 da.mo.)	
Line change - Move signal lines	
24 hrs. @486.97	47.13
PR 712-1 Signal Gang 782 - Melvin Allen (26 da.mo.)	
Remove signal poles line & install cable	
32 hrs. @438.72	67.50
192 hrs. @1.993	382.66
48 hrs. @1.753	84.14
Fwd. 24 hrs. @1.705	40.92
48 hrs. @1.681	80.69

PR 712-2 - Signal Gang 782 - Melvin Allen
Remove signal pole line & install temp. cable

8 hrs. @438.72		16.87
64 hrs. @1.993		127.55
16 hrs. @1.753		28.05
8 hrs. @1.705		13.64
8 hrs. @1.681		13.45

PR 713 - Track section 12 - Watching & flagging

23 hrs. @1.864		42.87
40 hrs. @2.795	overtime	111.80
157 hrs. @1.525		239.43
102 hrs. @2.29	overtime	233.58

Teleg. Dept. PR - R. E. Becker
Patrol telegraph lines

63 hrs. @1.921		121.02
37 hrs. @1.921		71.08
2 hrs. @1.921		3.84
*3212 hrs. @.04		128.48

*Additional compensation for the period December 1, 1952 to March 31, 1953 inclusive under Guthrie Award dated March 18, 1954.

April 1953

PR 712-2 D. R. Seaton - Patrolling rock slide fence tunnel #3

6 hrs. @2.003		12.02
1 hrs. @3.0045	overtime	3.00

PR 712-1 Leroy E. Roundy - Patrol line

36 hrs. @2.003		72.11
9 hrs. @3.0045	overtime	27.04

PR 712-1 Fred B. Pendleton
Patrol signal lines

32 hrs. @2.003		64.10
1 hr. @3.0045	overtime	3.00
Train delay in returning to Dalles		
2 hrs. @3.0045	overtime	6.01

PR 712-2 Fred B. Pendleton - Patrol signal lines

60 hrs. @2.003		120.18
10-1/2 hrs. @3.0045	overtime	31.55

PR 713 - N. Gaglia Sec. #12, Flagging & watching

60 hrs. @1.874		112.44
39 hrs. @2.81	overtime	109.59
627 hrs. @1.535		962.45
343 hrs. @2.305	overtime	790.62

PR 701-1 Wm. C. Pound (22 da.mo.)
Inspection work on highway project

64 hrs. @459.00 mo.		166.91

PR 701-2 -	
64 hrs. @459.00 mo.	166.91
PR Teleg. Dept. - R. E. Becker	
Patrol telegraph lines	
64 hrs. @1.931	123.58
3 hrs. @2.897 overtime	8.69
56 hrs. @1.931	108.14
5 hrs. @2.897 overtime	14.49
May 1953	
PR 701-1 Wm. C. Pound (21 da.mo.)	
Inspection work on highway project	
6½ days = 52 hrs. @459.00 mo.	142.07
PR 701-2 - Inspection work	
5½ days = 44 hrs. @459.00 mo.	120.21
PR 712-1 Fred B. Pendleton - Patrol signal lines	
6½ days = 52 hrs. @2.003	104.16
1 hr. @3.0095 overtime	3.01
Train delay	
1½ hrs. @3.0095 overtime	4.51
PR 712-2 Fred B. Pendleton - Patrol signal lines	
40 hrs. @2.003	80.12
1 hr. @3.0095 overtime	3.01
Train delay	
1 hr. @3.0095 overtime	3.01
PR 712-1, Signal Clerk V. L. Richards (31 da.mo.)	
Line change account highway construction	
16 hrs. @536.97	34.65
PR 712-2, Genl. Foreman G. S. Swanson (31 da.mo.)	
Moving signal lines	
48 hrs. @536.97	103.93
PR 712-1 Signal Melvin Allen (26 da.mo.)	
Raising line wires account heavy construction	
16 hrs. @440.81	33.91
80 hrs. @2.0031	160.24
16 hrs. @1.787	28.59
16 hrs. @1.763	28.21
16 hrs. @1.715	27.44
16 hrs. @1.691	27.06
PR 713, Section 12, N. Gaglia	
Flagging and watching	
504 hrs. @1.535 hr.	773.64
333 hrs. @2.305 overtime	767.57
Section 14 - PR 713 - W. Battemiller	
Flagging	
42 hrs. @1.535	64.47

PR Teleg. Dept. - R. E. Becker		
Patrol Telegraph Lines		
38 hrs. @1.931		73.38
1 hr. @2.897	overtime	2.90
18 hrs. @1.931		34.76
1 hr. @2.897	overtime	2.90
June 1953		
PR 701-1 Wm. C. Pound (22 da.mo.)		
Inspection work on highway project		
52 hrs. @459.00		135.61
PR 701-2		
50 hrs. @459.00		130.40
PR 712-1 Fred B. Pendleton - Patrol signal lines		
44 hrs. @2.003		88.13
2 hrs. @3.0095	overtime	6.02
Train delay		
1 hr. @3.0095	overtime	3.01
PR 712-2 - Patrol signal lines		
44 hrs. @2.003		88.13
2 hrs. @3.0095	overtime	6.02
PR Trk. Section #12 Watching & flagging		
528 hrs. @1.535		810.48
282 hrs. @2.305	overtime	650.01
PR Trk. Section #14 - Flagging		
63 hrs. @1.535		96.71
2 hrs. @2.305	overtime	4.61
Teleg. Dept. PR - R. E. Becker - Patrol telegraph lines		
18 hrs. @1.931		34.76
2 hrs. @2.897	overtime	5.79
July 1953 PR 701-1 Wm. C. Pound (23 da.mo.)		
Inspection work on highway construction		
48 hrs. @459.00 mo.		119.74
PR 701-2 Wm. C. Pound - Inspection work		
6½ days or 52 hrs. @459.00 mo.		129.72
PR 712-1 Fred B. Pendleton - Patrol signal lines		
44 hrs. @2.003		88.13
3 hrs. @3.0095	overtime	9.03
PR 712-2 F. B. Pendleton - Gang #781		
Patrol signal lines		
48 hrs. @2.003		96.14

PR 712-1 Melvin Allen (27 da.mo.)		
Move outfit cars		
12 hrs. @440.81		24.49
16 hrs. @2.003		32.05
4 hrs. @1.787		7.14
8 hrs. @1.691		13.53
Lowering cross arms account telegraph cable		
24 hrs. @2.003		48.07
PR 712-2 Melvin Allen (27 da.mo.)		
Bonding & install UG wire on temp. switch		
16 hrs. @2.003		32.05
8 hrs. @1.691		13.53
Install temp. poles & guy anchors		
48 hrs. @440.81		97.96
280 hrs. @2.003		560.84
40 hrs. @1.787		71.48
120 hrs. @1.691		202.92
PR 713-2 N. Gaglia Sec. 12 - Watchman		
280 hrs. @1.535		429.80
144 hrs. @2.305	overtime	331.92
PR 713 - W. Battemiller Sec. 14 Flagging		
1 hr. @2.855		2.86
41 hrs. @1.535		62.93
2 hrs. @2.305	overtime	4.61
Teleg. Dept. Pr - Move pole line		
40 hrs. @2.021		80.84
5 hrs. @2.897	overtime	14.49
72 hrs. @1.931		139.03
80 hrs. @1.691		135.28
Move pole line		
16 hrs. @2.021		32.34
2 hrs. @2.897	overtime	5.79
72 hrs. @1.931		139.03
32 hrs. @1.691		54.11
August 1953		
PR 701-1 Wm. C. Pound (21 da.mo.)		
Inspect work on highway construction		
40 hrs. @459.00 mo.		109.29
PR 701-2 - Inspect work on construction		
40 hrs. @459.00 mo.		109.29
PR 712-1 Fred B. Pendleton Gang 781		
Patrol signal lines		
20 hrs. @2.003		40.06
PR 712-1 Melvin Allen (26 da.mo.)		
Install temporary cable & poles		
16 hrs. @440.81		33.91
128 hrs. @2.003		256.38
48 hrs. @1.691		81.17

PR 712-2 Melvin Allen (26 da.mo.)	
Remove temporary cable & testing of signals	
32 hrs. @440.81	67.82
192 hrs. @2.003	384.58
24 hrs. @1.787	42.89
96 hrs. @1.691	162.34
16 hrs. @1.715	27.44
PR 713-1 Extra Gang 746	
Remove crushed rock from old main line installed to prevent damage from blasting	
8 hrs. @2.082	16.65
8 hrs. @1.744	13.95
8 hrs. @1.631	13.05
8 hrs. @1.499	11.99
152 hrs. @1.499	227.85
September 1953	
PR 701-1 Wm. C. Pound (21 da.mo.)	
Inspection work on highway construction	
10 days or 80 hrs. @459.00 mo.	218.57
PR 701-2 Wm. C. Pound	
Engr. inspection on highway construction	
1 day or 8 hrs. @459.00 mo.	21.85
PR 701-1 TEA Frank Irwin TEA duties - highway changes	
2 days @419.25 mo.	39.93
PR 701-2 J. W. Conklin - Engr. Inspector	
Engr. inspection state highway construction	
4 days @459.00 mo.	87.43
PR 712-2 Fred B. Pendleton	
Patrol signal lines & rock fences	
44 hrs. @2.003	88.13
4 hrs. @3.0045 overtime	12.02
Train delay	
2 hrs @3.0045 overtime	6.01
PR 712-2 D. R. Seaton - Patrol signal lines	
2 hrs. @2.003	4.01
1 hr. @3.0045 overtime	3.00
PR 712-1 Melvin Allen (26 da.mo.)	
Remove temporary switch wiring	
16 hrs. @440.81	33.90
64 hrs. @2.003	128.19
8 hrs. @1.787	14.30
8 hrs. @1.715	13.72
16 hrs. @1.691	27.06
PR 712-2 Allen (26 da.mo.)	
Transfer line wires & remove temp. poles	
16 hrs @440.81	33.91

PR 712-2 (Cont'd)		
112 hrs. @2.003		224.35
16 hrs. @1.691		27.06
PR Extra Gang 746 Ernest Oaks		
Watch and patrol		
1 hr. @3.10		3.10
1 hr. @2.60		2.60
1 hr. @2.575		2.58
1 hr. @2.32		2.32
23 hrs. @2.25		51.75
PR 713 - Trk. Section 14 W. Battemiller		
Flagging		
25 hrs. @1.904		47.60
94 hrs. @1.535		144.29
4 hrs. @2.855	overtime	11.42
10 hrs. @2.305	overtime	23.05
Engr. Party PR 701 - (21 da.mo.)		
L. H. Boyd 1 day @459.00		21.86
Alfred Swadberg 1 day @370.88		17.66
C. R. Bonner 1 day @323.20		15.39
E. F. Hamlin 1 day @323.20		15.39
October 1953		
PR 701-1 J. W. Conklin (22 da.mo.)		
Engr. inspection state highway		
1 day @459.00 mo.		20.86
PR 712-1 Signal 787 - Fred B. Pendleton		
Patrol signal lines & bonds		
32 hrs. @2.033		65.06
PR 712-2 Signal 787 - Pendleton		
Patrol signal lines		
16 hrs. @2.033		32.53
PR 713 - Trk. Section 14 W. Battemiller		
Flagging and watching		
4 hrs. @1.934		7.74
16 hrs. @1.565		25.04
5 hrs. @2.90	overtime	14.50
20 hrs. @2.35		47.00
224 hrs. @1.565		350.56
127 hrs. @2.35	overtime	298.45
December 1953		
Teleg. PR 27 H. Robinson		
Moving telephone & telegraph pole line a/c state highway project		
32 hrs. @2.051		65.63
4 hrs. @3.032	overtime	12.13
88 hrs. @1.961		172.57
32 hrs. @1.721		55.07

Retire Temporary Line

3 hrs. @3.032	overtime	9.10	
25 hrs. @2.051		51.28	
107 hrs. @1.961		209.83	
24 hrs. @1.721		41.30	
3% Vacation on 18,634.23		559.03	
6½% RRR & UI Tax 1953 on 22,952.28		1 491.90	
4% Insurance on 22,952.28		918.09	
			$32,540.93

Personal Expenses

Vou. 329476 - G. L. Phillips (mileage)	42.00
Vou. 329584 - F. W. Oyster "	42.00
Vou. 328868 - E. M. Minor "	42.00
Vou. 329734 - W. C. Pound	86.75
Vou. 330138 - F. B. Pendleton	55.55
Vou. 332406 - R. E. Becker	16.60

July 1953

Vou. 345479 - E. W. Minor (mileage)	11.20
Vou. 350891 - F. B. Pendleton	58.05
Vou. 354647 - N. B. Horstman	21.55
Vou. 358091 - G. L. Phillips (mileage)	43.40
Vou. 358093 - F. Lagiora "	12.60
Vou. 358189 - W. C. Pound	56.46

August 1953

Vou. 339846 - R. M. Huot (Mileage)	12.60
Vou. 351044 - W. C. Pound	67.65
Vou. 351046 - F. B. Pendleton	13.20
Vou. 354570 - G. L. Phillips (mileage)	5.60

September 1953

Vou. 377389 - F. B. Pendleton	33.65
Vou. 377399 - W. C. Pound	71.50
Vou. 378467 - J. W. Conklin	21.60
Vou. 380917 - Frank Irwin	3.60

October 1953

Vou. 362824 - G. L. Phillips (mileage)	9.80
Vou. 375384 - J. W. Conklin	3.35
Vou. 376286 - F. B. Pendleton	46.38
Vou. 378178 - G. L. Phillips (mileage)	35.00
Vou. 378176 - Earl M. Minor "	14.00

September 1953

Vou. 378479 - L. H. Boyd	1.50
Vou. 377369 - Al Swadberg	1.45
Vou. 381929 - C. R. Bonner	3.70
Vou. 378465 - E. F. Hamlin	1.45

October 1952

Vou. 242116 - R. E. Becker	17.80
Vou. 246304 - J. W. Riser	39.67
Vou. 239522 - W. H. Ferguson	8.50

November 1952

Vou. 262181 - T. W. Riser	21.95
Vou. 267785 - R. E. Becker	136.10
Vou. 269569 - P. E. Peffer	73.30

December 1952

Vou. 264002 - T. W. Riser	23.90
Vou. 263628 - W. H. Ferguson	25.90
Vou. 265518 - R. E. Becker	132.25
Vou. 263692 - W. C. Pound	26.96

January 1953			
Vou. 290949 - R. E. Becker	135.05		
Vou. 291087 - W. C. Pound	140.35		
February 1953			
Vou. 284488 - W. C. Pound	110.65		
Vou. 293029 - R. E. Becker	89.20		
March 1953			
Vou. 310971 - W. H. Ferguson	4.95		
Vou. 311581 - R. E. Becker	78.90		
Vou. 311769 - W. C. Pound	132.75		
April 1953			
Vou. 308478 - R. E. Becker	99.40		
Vou. 305400 - F. B. Pendleton	40.75		
Vou. 310824 - W. C. Pound	113.80		
May 1953			
Vou. 330603 - R. E. Becker	44.85		
Vou. 332971 - W. C. Pound	79.60		
Vou. 332965 - F. B. Pendleton	66.25		
Vou. 333399 - G. S. Swanson	24.65		
June 1953			
Vou. 322504 - F. W. Oyster (mileage)	84.00		
Vou. 321596 - G. L. Phillips "	88.20		
Vou. 321598 - E. M. Minor "	63.00		$2 736.87
Material Costs:			
October 1952 - F 502 #2305 - Telegraph			
90 ft. strand Galv. steel guy & mess engr. @ ft. .04	3.60	D	
November 1952 - F 502 #2305 - Telegraph			
75 ft. strand galv. steel guy & messenger @ ft. .04	3.00	D	
525 lbs. wire copperweld line #9 BWG @ lb. .30	157.50	D	
18 pc. crossarms 10 ft. @ 2.75	49.50		
18 " screws fitter drive $\frac{1}{2}$x$4\frac{1}{2}$ @ .04	.72		
180 " pins locust wood insulator @ .05	9.00		
1 lb. nails galv. 6-D @ lb. .07	.07		
36 pc. brace crossarm 28" galv. @ .11	3.96		
180 " insulators glass standards @.06	10.80		
540 lbs. wire copper line #9 BWG @.16	86.40		
1387 " " iron line #8 " @.05	69.35		
36 pc. bolts carriage 3/8x4" @.04	1.44		
2 " rods, anchor 5/8x7' @1.00	2.00		
1200 ft. Whitney Blake outside #14 copper BWG twisted pair @.035	42.00		
1/4 lb. tape friction 2" @ lb. 1.00	.25		
1/4 " " rubber 3/4" @ lb. 1.20	.30		
8 pc. clamps 3 bolt @ .12	.96		
2 " anchor rod 5/8x7' @ 2.75	5.50		
4400 ft. wire Whitney Blake outside #14 AWG twisted pair @ .03	132.00		

400 ft. pipe steel 2½" @ .40	160.00	
8 pc. clamps 3 bolt @.12	.96	
15 lb. wire soft drawn copper tie #9 WWG 22" long @ .32	4.80	
10 lb. wire iron tie #9 BWG 13" long @ .12	1.20	
18 pc. bolts crossarm 5/8x14" @ .10	1.80	
December 1952 F 502 #2345 - Signal		
1 ea. pole box type 1236-100 with hinged term. board @ 31.19	31.19	D
250 ft. 5/16" 5350 lb. Sumans Martin extra Galv. steel strand @ .04	10.00	
6 ea. angle thimble eye @ .46	2.76	
4 ea. porcelain strain insulators @ .22	.88	D
16 ea. Galv. 3 bolt guy clamp @ .65	10.40	
6 ea. 5/8x16" galv. thru bolts @.26	1.56	D
12 ea. 5/8x16" double arming bolt @ .48	5.76	
50 ea. nicopress offset deadend sleeve for #9 BWG wire #92-148-J @ .16	8.00	
10 ea. nicopress offset deadend sleeve for #8 AWG wire #91-128-M @ .25	2.50	
10 ea. nicopress offset deadend sleeve for #6 AWG wire #91-162-J @ .15	1.50	
30 ea. nicopress splice sleeve for #6 AWG wire #1-162-J @ .08	2.40	
10 ea. nicopress splice sleeve for #8 AWG wire #1-128-J @ .15	1.50	
Jan. 1953 F 502 - #121 - Signal		
6 ea. Cl.3 30 ft. butt trtd. cedar line pole @ 15.75	94.50	
2 ea. Cl.3 50 ft. full trtd. fir line pole @ 41.25	82.50	
1600 ft. #6 AWG copper line wire @ mile 103.00	31.21	
1600 ft. #8 " copperweld line wire W.P. @ lot	30.75	
8000 ft. #9 BWG galv. iron line wire @ mile 22.50	34.09	
110 ea. side groove glass insulators @ .08	8.80	
18 ea. side " porcelain " @ .08	1.44	
18 ea. top " " " @ .19	3.42	
2030 ft. 7 cond. U G cable #14 AWG solid 5/64" wall etc., @ .45	913.50	D
700 ft. 1 condr. UG cable #6 AWG 5/64" wall, etc. @ .12	84.00	
400 ft. 7 condr. UG cable #9 AWG solid 4/64" wall etc., @ .65	260.00	D
400 ft. 5 condr. UG cable #14 AWG solid 4/64" wall, etc. @ .30	120.00	D
450 ft. 2 condr. UG cable #6 AWG solid @ ft. .47	211.50	
400 ft. 3 " " " #14 " " @ ft. .24	96.00	
563 ft. 2 " SS aerial cable #6 AWG solid 9/64" wall insulation, etc. @ .68	382.84	D
26 ea. breakarm brackets model R 5016 @ 1.88	48.88	D
4 ea. Chance 8-W anchor @ 2.36	9.44	
4 ea. 5/8"x6' galv. rod with thimble eye @1.71	6.84	

Febr. 1953 - F 502 - #312 Telegraph		
20 pc. sleeves-splicing #1-114 D @ .06	1.20	
400 pc. wood pins @ .08	32.00	D
October 1952 - F 502 #1905 - Signal		
1 ea. 10' 10-pin crossarm @ 2.29	2.29	D
1 ea. 4 6' crossarm @ 1.38	1.38	D
8 ea. 5/8"x16" galv. double arming bolts @ .48	3.84	
8 ea. 5/8"x16" galv. thru bolts @ .26	2.08	D
110 ft. 5/16"x5350# Sumans Martin galv. steel strand @ .04	4.40	
3 ea. thimble eye angle #1100 @ .46	1.38	
3 ea. porcelain strain insulators #502A @ .22	.66	D
6 ea. Galv. 3-bolt guy clamps @ .65	3.90	
3 ea. 8" Buce anchors with 5/8"x6' galv. rod with thimble eye @ 2.90	8.70	
1000 ft. single condr. wire #6 AWG solid 5/64" Kerite with UG finish @ .16	160.00	
400 ft. 12 condr. #14 AWG solid UG cable @ ft. .51	204.00	
March 1953 F 502 #525 - Signal		
400 ft. 2 condr. #6 AWG aerial cable @ ft. .37	148.00	
900 ft. 9 condr. #14 Tyred cable @ .05	45.00	
160 ft. 1/4" 3150# Sumens-Martin extra Galv. steel strand @ .02	3.20	D
80 ft. 5/16" 5350# Sumens-Martin galv. steel strand @ .04	3.20	
3 ea. Change 5/8"x6' anchor rod with thimble eye @ 1.83	5.49	
6 ea. Angle thimble eye #1100 @ .46	2.76	
6 ea. procelain strain insulators #502A @ .22	1.32	D
12 ea. galv. 3 bolt guy clamps @ .30	3.60	
8 ea. nicopress copper offset deadends for #8 AWG wire #91-128-M @ .25	2.00	
40 ea. nicopress galv. copper offset deadends for #9 BWG wire #92-148-J @ .16	6.40	
F 502 - #468 - Signal		
50 ea. nicopress galv. copper splicing sleeve for #9 BWG wire #2-148-J @ .09	4.50	
10 ea. nicopress copper splicing sleeve for #8 AWG wire #1-128-J @ .08	.80	
10 ea. nicopress copper splicing sleeve for #6 AWG wire - #1-162-J @ .08	.80	
13 ea. 10 ft. full treated pole-fir @ 2.25	29.25	
F 502 - #468 - Telegraph		
50 pc. sleeves copper #9 @ .11	5.50	
1/2 lb. tape friction @ lb. .64	.32	
January 1953 - F 502 #3 - Telegraph		
1456 lbs. copper wire #99 @ .16	232.96	
60 pc. crossarm braces 28" @ .21	12.60	
60 pc. fitter Dr. lag screws @ .04	2.40	
400 pc. insulators - glass @ .08	32.00	
5 pc. brackets - point type @ .40	2.00	

January 1953 (Cont'd)		
120 pc. carriage bolts @ .02	2.40	
10000 ft. Whitney Blake twisted pair Teleprine outside #14 AWG Spec. 14 @ .04	400.00	
120 pc. washers square 2¼x2¼ @ .05	6.00	
40 pc. crossarms 10 ft. 10 pin wood pin @ 3.49	139.60	
July 1953 - F 502 - #1315 - Telegraph		
60 pc. insulators #9291 @ .48	28.80	
Sept. 1953 - F 502 #1740 - Signal		
1000 ft. hard wall conduit 2" @ .49	490.00	
2448 ft. 19 condr. self-supporting aerial cable #14 AWG solid - 4/64" wall Kerite insulation, plain covered overall with 2 tapes & asbestos braid, bound to a 5/16" EHS copperweld messenger @ .68	1 664.64	
October 1953 - F 502 - #1848 - Telegraph		
20 lb. wire tie copper #9 AWG 22" long @ .25	5.00	D
100 ea. sleeves Nico #2-165-J @ .08	8.00	
20 ea. bolts crossarm SA 16" #9816 @ .33	6.60	
50 ea. screws lag 3/8"x2½" @ .03	1.50	
20 ea. bolts crossarms DA 18" #9868 @ .42	8.40	
F 502 - #1830		
50 ea. sleeves Nico #R-1-114-D @ .16	8.00	D
25 ea. brackets transp. drop type #9251 @ .58	14.50	
416 lb. wire copper line #9 AWG @ .32	133.12	
50 ea. pins wood RLP 508 @ .08	4.00	D
170 ft. conduit 3" @ .96	163.20	
5% Handling on 5,316.08	265.80	
Freight Charges		
Seattle to Rowena 259 miles		
259 miles x 9.163 tons = 2,373 ton miles		
2373 ton miles x .01 per TM	23.73	
Material Released		
Signal - F 502 #525 - March 1953		
3 ea. Cl.3 35 ft. fir pole @ 3.00	9.00	Cr.
10 ea. 10' 10 pin crossarm @ 2.25	22.50	✓
2 ea. type 1236-100 pole box @ 25.60	51.20	✓
15 ea. breakarm brackets R 5016 @ 1.03	15.45	✓
Form 502 - #468		
500 ft. #8 CW line wire lot 9.00	9.00	✓
5148 ft. #9 BWG Galv. iron line wire lot 22.50	22.50	✓
500 ft. #6 AWG hard drawn copper line wire lot 9.75	9.75	✓
Material released from temporary work		
September 1953 - F 502-#1740 - Signal		
20 ea. dbl. arming bolts 5/8x16" N @ .48	9.60	Cr.
26 ea. breakarm brackets R 501-6 N @1.88	48.88	✓
11 ea. crossarm 6' 4 pin N @ 1.38	1.38	✓
1 ea. " 10' 10 " N @ 2.29	2.29	✓

Pnh

Material Released (Cont'd)			
1 ea. pole box type 1236-100 N @ 31.19	31.19	Cr.	
15 ea. angle thimble eye N @ .46	6.90	✓	
22 ea. Galv. 3 bolt guy clamps N @ .65	14.30	✓	
12 ea. " " " SH @ .30	3.60	✓	
440 ft. steel strand wire 5/16" N @ .04	17.60	✓	
160 ft. " " " 1/4" N @ .02	3.20	✓	
14 ea. Galv. thru bolts 5/8x16" N @ .26	3.64	✓	
13 ea. procelain strain insulator N @ .22	2.86	✓	
13 ea. 10 ft. poles SH @ 2.25	29.25	✓	
563 ft. aerial cable 2 condr. #6 AWG N @ .68	382.84	✓	
400 ft. " " 2 " #6 " SH @ .37	148.00	✓	
900 ft. tyred " 9 " #14 " N @ .05	45.00	✓	
Less depreciation or loss in service life			
15% on poles 13 poles on 2.86	.43		
6% on SH aerial cable 400 ft. on 148.00	8.88		
10% on other mat'l. on 599.67	59.97		
Telegraph material released per Van Eaton's letter			
1571 lbs. wire iron line #6 BWG @ lb. .12	188.52	Cr.	
1387 lbs. wire iron line #8 BWG @ lb. .0075	10.40	✓	
1996 lbs. wire copper line #9 AWG @ lb. .16	319.36	✓	
416 lbs. " " " #9 " @ lb. .32	133.12	✓	
40 crossarms 10' 10 pin @ 3.49	139.60	✓	
400 pins wood @ .08	32.00	✓	
120 washers square 2¼x2¼ @ .05	6.00	✓	
60 braces crossarm 28" @ .21	12.60	✓	
60 lag screws 4½" @ .04	2.40	✓	
400 insulators Glass #42 @ .08	32.00	✓	
5 brackets point type @ .40	2.00	✓	
120 bolts carriage 3/8"x4" @ .02	2.40	✓	
8 clamps 3-bolt @ .12	.96	✓	
54 poles WCL Cl. 4 @ 12.25	661.50	✓	
Less depreciation or less in service life			
15 % on poles on 661.50	99.23		
10% on other mat'l. 682.44	68.24		$5 392.45
Car Rental			
January 1953			
Vou. 278465 - M. J. Goss Motor Co.	130.12		
Vou. 279449 " " "	50.62		
February 1953			
Vou. 276540 - M. J. Goss Motor Co.	213.91		
Vou. 292880 " " "	176.25		
March 1953			
Vou. 317361 - M. J. Goss Motor Co.	218.58		
May 1953			
Vou. 319317 - M. J. Goss Motor Co.	157.50		
June 1953			
Vou. 319574 - M. J. Goss Motor Co.	132.63		

Car Rental (Cont'd)

July 1953			
Vou. 341579 - M. J. Goss Motor Co.		130.50	
August 1953			
Vou. 342098 - M. J. Goss Motor Co.		119.00	
September 1953			
Vou. 366521 - M. J. Goss Motor Co.		149.00	
October 1953			
Vou. 366144 - M. J. Goss Motor Co.		120.00	$1 598.11
F 1253 - Outfit & Revenue car rental			
October 1952 - Signal 782			
15 outfit cars 434 days @ 1.016	440.94		
Basis of apportionment			
Signal Gang worked 2928 hrs. in month			
" " " 410 " on above			
410/2928 = .1400273 x 440.94		61.74	
Telegraph Dept.			
16 outfit cars 2 days @ 1.016		32.51	
November 1952			
Telegraph Dept.			
16 outfit - 6 days ea. @ 1.016		97.54	
December 1952			
Signal 782			
15 outfit - 433 days @ 1.016	439.93		
Basis of apportionment			
Signal Gang worked 2271 hrs. in month			
" " " 832 " on above			
832/2271 = .3663584 x 439.93		161.17	
January 1953			
Signal 782			
19 outfit cars - 438 days @ 1.016	445.01		
Basis of apportionment			
Signal Gang 782 worked 2349 hrs. in month			
" " " " 56 " on above			
56/2349 = .02383993 x 445.01		10.61	
Telegraph Dept.			
16 outfit cars 18 days ea. @1.016		292.61	
March 1953			
Signal 782			
12 outfit cars - 372 days @ 1.016	377.95		
Basis of apportionment			
Signal Gang 782 worked 2385 hrs. in month			
" " " 448 hrs. on above			
448/2385 = .18784067 x 377.95		70.99	

May 1953 - Signal			
14 outfit cars 434 days @ 1.016	440.94		
Basis of apportionment			
Signal Gang worked 1777 hrs. in month			
" " " 160 " on above			
160/1777 = .09003939 x 440.94		39.70	
July 1953 - Signal			
12 outfit cars 357 days @ 1.016	362.71		
Basis of apportionment			
Signal Gang worked 2166 hrs. in month			
" " " 576 " on above			
576/2166 = .26592797 x 362.71		96.45	
July 1953 - Teleg.			
15 outfit cars 8 days ea. @ 1.016		121.92	
August 1953 - Extra Gang #746			
15 outfit cars 426 days @ 1.016	432.82		
Basis of apportionment			
Signal Gang worked 6073 hrs. in month			
" " " 184 " on above			
184/6073 = .030298 x 432.82		13.11	
August 1953 - Signal			
15 outfit cars - 415 days @ 1.016	421.64		
Basis of apportionment			
Signal Gang worked 2388 hrs. in month			
" " " 552 hrs. on above			
552/2388 = .231155778 x 421.64		97.46	
Sept. 1953 - Extra Gang 746			
15 outfit cars 426 days @ 1.016	432.82		
Extra Gang worked 5589 hrs. in month			
" " " 27 hrs. on above			
27/5589 = .00483092 x 432.82		2.09	
Sept. 1953 - Signal			
15 outfit cars 421 days @ 1.016	427.74		
Signal Gang worked 2130 hrs. in month			
" " " 256 hrs. on above			
256/2130 = .12018779 x 427.74		51.41	$1 149.31

Truck Rental

Oct. 1952	SG 782	2T	truck	60 miles
Dec. 1952	"	"	"	144 miles
Jan. 1953	"	"	"	18 miles
Mar. 1953	"	"	"	72 miles
May 1953	"	"	"	36 miles
July 1953	"	"	"	72 miles
Aug. 1953	"	"	"	100 miles
"	EG 746	1½T	"	20 miles
Sept. 1953	SG 782	2T	"	60 miles
"	EG 746	1½T	"	10 miles
"	Engr. Party Pass auto			148 miles

740 miles @ .05 mile $ 37.00

Time to compile -

Work Order Clerk	21 hrs. @ 1.9143182	40.20	
Bill Examiner	4-3/4 hrs. @ 2.065059	9.81	
Comptometer Opr.	2 hrs. @ 1.737619	3.48	
Typist	3 hrs. @ 1.7793452	5.34	
3% Vacation on 58.83		1.76	
6½% RRR & UI Tax on 60.59		3.94	
4% Insurance on 60.59		2.42	66.95
Total Amount			$43 521.62

fmh

7-53-200M

Form 130A-Copy

State of Oregon
State Highway Commission
Salem, Oregon
c/o Mr. J. G. Kimmell - Albina

To UNION PACIFIC RAILROAD COMPANY, Dr.

BILL NO. 675033

MONTH'S ACCOUNT July 1954

JF DEPT. NO. 6005

DATE MADE AUG 10 1954 19

Make checks payable to Union Pacific Railroad Company, and address all remittances to the Assistant Treasurer, Omaha 2, Nebr.

FOR Cost of new additional property, and removal, shifting & rearrangement of existing facilities in connection with line change between Mosier and Rowena MP 73.68 to 74.96 Wasco County, Oregon. Contract Audit No. 78701 dated August 21, 1952.

WO 7066-2 O.W.

Detail Attached — $113508 65

The records supporting the charges in this bill are located in the office of the Auditor of Disbursements, Omaha, Nebraska.

Audit completed 6-27-57.
Omaha, Nebr. -
No exceptions
H.O. Rufenacht

9-7 1954
Dean Swift

73-11 31

JF #6005 State of Oregon

I hereby certify that the above account is correct	Approved	Examined and Approved
	(Title)	For Auditor of Disbursements

DISTRIBUTION DATA AND PUNCH CARD COLUMN NUMBER

Character (4)	Items (6)	ACCOUNT I C C (7)	Sub. (8)	Service (9)	Geo. (10)	Amount (11)		W. O. or Loco. No (12)	Name of Account (None)
				(Detail Attached)					

UNION PACIFIC RAILROAD COMPANY

Cost of new additional property and removal, shifting and rearrangements of existing facilities in connection with line change M.P. 73.68 to 74.96 between Mosier and Rowena, Oregon. Contract Audit No. 78701 dated August 21, 1952, W.O. 7066-2 OW.

Labor Charges:
Engr. Chgs.

May 1953, 1 day	
L. H. Boyd, Asst. Engr. @ 459.00 mo.	21.85
E. F. Hamlin, Rodman @ 323.20 mo.	15.39
Alfred Swadbery, " @ 323.20 mo.	15.39
Dec. 1953, 1 day	
L. H. Boyd, Asst. Engr. @ 459.00 mo.	20.86
E. F. Hamlin, Rodman @ 323.20 mo.	14.69
N. J. White, " @ 323.20 mo.	14.69
10% Supervision on 102.87	10.29
3% Vacation on 102.87	3.09
6% RRR & UI Tax 1953 on 102.87 plus 3.09	6.36
May 1953, P^R 712-2 Signal (26 day mo.)	
Move signal lines to permanent location	
8 hrs. @ 440.81	16.95✓
48 hrs. @ 2.003	96.14✓
16 hrs. @ 1.787	28.59✓
8 hrs. @ 1.763	14.10✓
8 hrs. @ 1.715	13.72
16 hrs. @ 1.691	27.06✓
June 1953, PR 712-2 Signal 782 (26 day mo.)	
Digging holes and setting poles on new fill	
36 hrs. @ 440.81	76.29✓
160 hrs. @ 2.003	320.48✓
48 hrs. @ 1.787	85.77✓
20 hrs. @ 1.715	34.30✓
84 hrs. @ 1.691	142.04✓
PR 712-1 Signal 782	
72 hrs. @ 440.81	152.59✓
336 hrs. @ 2.003	673.01✓
72 hrs. @ 1.787	128.66✓
40 hrs. @ 1.763	70.52✓
8 hrs. @ 1.715	13.72✓
112 hrs. @ 1.691	189.39✓
PR 712-2 Signal Clerk (30 day mo.)	
Construct line change	
16 hrs. @ 479.68	31.98✓
P^R 712-1 Signal Clerk	
Line change a/c hiway const.	
48 hrs. @ 486.97	97.39✓

July 1953, PR 713-2 Extra Gang 746	
Install temporary turnout	
8 hrs. @ 1.90135	15.21✓
3 hrs. @ 3.10	9.30✓
8 hrs. @ 1.5926625	12.74✓
3 hrs. @ 2.60	7.80✓
8 hrs. @ 1.715	13.72✓
8 hrs. @ 1.631	13.05✓
3 hrs. @ 2.445	7.34✓
8 hrs. @ 1.547	12.37✓
8 hrs. @ 1.499	11.99✓
144 hrs. @ 1.499	215.85✓
12 hrs. @ 2.25	27.00✓
PR 713-2 Extra Gang #748 (23 day mo.)	
Distribute material	
16 hrs. @ 349.85	30.42✓
16 hrs. @ 308.05	26.79✓
16 hrs. @ 1.715	27.44✓
576 hrs. @ 1.499	863.42✓
8 hrs. @ 2.25	18.00✓
Lay Track	
32 hrs. @ 349.85	60.84✓
32 hrs. @ 308.05	53.57✓
32 hrs. @ 1.715	54.88✓
1120 hrs. @ 1.499	1,678.88✓
PR 713-1 Extra Gang 746	
Distribute, line & space track ties	
8 hrs. @ 1.90135	15.21✓
8 hrs. @ 1.5926625	12.74✓
4 hrs. @ 2.60	10.40✓
8 hrs. @ 1.715	13.72✓
8 hrs. @ 1.631	13.05✓
8 hrs. @ 1.547	12.37✓
8 hrs. @ 1.499	11.99✓
160 hrs. @ 1.499	239.84✓
PR 712-1 Signal	
Traveling with outfit cars, moving to Rowena	
Line Change	
5 hrs. @ 2.003	10.01✓
Install new pole line a/c line change	
24 hrs. @ 440.81 (27 day mo.)	48.98✓
168 hrs. @ 2.003	336.50✓
24 hrs. @ 1.787	42.89✓
48 hrs. @ 1.691	81.17✓
PR 712-2 Signal	
Rearrange signals & pole lines	
64 hrs. @ 440.81	130.61✓
376 hrs. @ 2.003	753.13✓
56 hrs. @ 1.787	100.07✓
152 hrs. @ 1.691	257.03✓

Pmh

PR 713-2 Extra Gang 746	
Laying rail	
8 hrs. @ 1.90135	15.21 ✓
8 hrs. @ 1.5926625	12.74 ✓
8 hrs. @ 1.715	13.72 ✓
8 hrs. @ 1.631	13.05 ✓
8 hrs. @ 1.547	12.37 ✓
8 hrs. @ 1.499	11.99 ✓
136 hrs. @ 1.499	203.86 ✓
Distribute material	
56 hrs. @ 1.90135	106.47 ✓
3 hrs. @ 3.10	9.30 ✓
56 hrs. @ 1.5926625	89.19 ✓
56 hrs. @ 1.715	96.04 ✓
56 hrs. @ 1.631	91.34 ✓
56 hrs. @ 1.547	86.63 ✓
56 hrs. @ 1.499	83.94 ✓
16 hrs. @ 2.25	36.00 ✓
1000 hrs. @ 1.499	1,499.00 ✓
PR 713-1 Extra Gang 748	
Distribute material	
8 hrs. @ 349.85	15.21 ✓
8 hrs. @ 308.05	13.39 ✓
8 hrs. @ 1.715	13.72 ✓
288 hrs. @ 1.499	431.71 ✓
Other Gang - PR 713-2 Crane 0287	
Handle Co. material - line change	
40 hrs. @ 1.991	79.64 ✓
40 hrs. @ 1.655	66.20 ✓
PR 713-1 Crane 0287	
Move crane Wyeth to Mosier	
8 hrs. @ 1.991	15.93 ✓
8 hrs. @ 1.655	13.24 ✓
Unload ties and switch mat'l. at Rowens	
8 hrs. @ 1.991	15.93 ✓
8 hrs. @ 1.655	13.24 ✓
August 1953, PR 712-2 Signal (26 day mo.)	
Install signal fdn., UG cable and wiring of signals, bonding rail and transfer line wires	
40 hrs. @ 440.81 mo.	84.77 ✓
320 hrs. @ 2.003	640.96 ✓
32 hrs. @ 1.787	57.18 ✓
184 hrs. @ 1.691	311.14 ✓
24 hrs. @ 1.715	41.16 ✓
Cutting in service and testing new signals and track circuits	
8 hrs. @ 440.81	16.95 ✓
64 hrs. @ 2.003	128.19 ✓
8 hrs. @ 1.787	14.30 ✓
40 hrs. @ 1.691	67.64 ✓
8 hrs. @ 1.715	13.72 ✓
12 hrs. @ 3.0045	36.05 ✓
1½ hrs. @ 2.6805	4.02 ✓
7½ hrs. @ 2.5365	19.02 ✓
1½ hrs. @ 2.5725	3.86 ✓

Retire rock protection fence	
24 hrs. @ 440.81	50.86 ✓
128 hrs. @ 2.003	256.38 ✓
16 hrs. @ 1.787	28.59 ✓
80 hrs. @ 1.691	135.28 ✓
16 hrs. @ 1.715	27.44 ✓
PR 712-1 Signal	
Rearrange pole line and install signals	
64 hrs. @ 440.81	135.63 ✓
368 hrs. @ 2.003	737.10
192 hrs. @ 1.691	324.67
PR - Traxcavator BD 24	
Load BD 24 for shipment to Mosier	
8 hrs. @ 1.919	15.35
Build up set off and sub grade	
24 hrs. @ 1.919	46.06
Line over track	
16 hrs. @ 1.919	30.71
PR 713-2 Loco Crane 0287	
Handling track material	
16 hrs. @ 1.991	31.85
16 hrs. @ 1.655	26.48
Unloading gravel M.P. 74	
8 hrs. @ 1.991	15.93
8 hrs. @ 1.655	13.24
Picking up old material	
8 hrs. @ 1.991	15.93
8 hrs. @ 1.655	13.24
PR 713-1 Loco Crane 0287	
Handling track material	
56 hrs. @ 1.991	111.49
1 hr. @ 2.985	2.98
56 hrs. @ 1.655	92.68
1 hr. @ 2.485	2.49
PR 713-2 Extra Gang 746	
First and second raise (ballast)	
40 hrs. @ 2.0824375	83.29
40 hrs. @ 1.7443375	69.77
3 hrs. @ 2.60	7.80
32 hrs. @ 1.715	54.88
32 hrs. @ 1.631	52.19
32 hrs. @ 1.547	49.50
40 hrs. @ 1.499	59.96
12 hrs. @ 2.25	27.00
1376 hrs. @ 1.499	2062.62
Shift old main track	
8 hrs. @ 2.0824375	16.65
1 hr. @ 3.10	3.10
8 hrs. @ 1.7443375	13.95
1 hr. @ 2.60	2.60
8 hrs. @ 1.631	13.05
1 hr. @ 2.445	2.44
8 hrs. @ 1.547	12.37
1 hr. @ 2.32	2.32
8 hrs. @ 1.499	11.99
296 hrs. @ 1.499	443.70
37 hrs. @ 2.25	83.25

Spotting and lining track	
40 hrs. @ 2.0824375	83.29
40 hrs. @ 1.7443375	69.77
4 hrs. @ 2.60	10.40
32 hrs. @ 1.715	54.88
32 hrs. @ 1.631	52.19
40 hrs. @ 1.547	61.88
40 hrs. @ 1.499	59.96
8 hrs. @ 2.25	18.00
1424 hrs. @ 1.499	2,134.57
PR 713 Extra Gang 748	
Build Track	
72 hrs. @ 349.85	149.94
72 hrs. @ 308.05	132.02
72 hrs. @ 1.715	123.48
2408 hrs. @ 1.499	3,609.59
47 hrs. @ 2.25	105.75
1 hr. @ 3.10	3.10
1 hr. @ 2.73	2.73
1 hr. @ 2.575	2.58
Release old track	
16 hrs. @ 349.85	33.32
16 hrs. @ 308.05	29.34
16 hrs. @ 1.715	27.44
556 hrs. @ 1.499	833.44
8 hrs. @ 2.25	18.00
2 hrs. @ 2.73	5.46
PR 713-1 Extra Gang 746	
Distribute material	
16 hrs. @ 2.0824	33.31
16 hrs. @ 1.74433	27.90
3 hrs. @ 2.60	7.80
16 hrs. @ 1.715	27.44
16 hrs. @ 1.631	26.09
16 hrs. @ 1.547	24.75
16 hrs. @ 1.499	23.98
8 hrs. @ 2.25	18.00
288 hrs. @ 1.499	431.71
Laying rail	
40 hrs. @ 2.0824375	83.29
40 hrs. @ 1.7443375	69.77
40 hrs. @ 1.715	68.60
40 hrs. @ 1.631	65.24
40 hrs. @ 1.547	61.88
40 hrs. @ 1.499	59.96
8 hrs. @ 2.25	18.00
824 hrs. @ 1.499	1,235.17
1st and 2nd raise (ballast)	
16 hrs. @ 2.0824375	33.32
3 hrs. @ 3.10	9.30
16 hrs. @ 1.7443375	27.91
7 hrs. @ 2.60	18.20
16 hrs. @ 1.715	27.44
16 hrs. @ 1.631	26.10
16 hrs. @ 1.547	24.75
16 hrs. @ 1.499	23.98

1st and 2nd raise (ballast) (Cont'd)	
4 hrs. @ 2.25	9.00
608 hrs. @ 1.499	911.39
PR Extra Gang 748	
Lay Track	
64 hrs. @ 349.85	133.28
3 hrs. @ 3.10	9.30
64 hrs. @ 308.05	117.35
5 hrs. @ 2.73	13.65
64 hrs. @ 1.715	109.76
1616 hrs. @ 1.499	2,422.38
15 hrs. @ 2.25	33.75
Sept. 1953, Loco Crane 0287, 2nd Half	
Handling rail from tunnel	
8 hrs. @ 1.991	15.92
2 hrs. @ 2.985	5.97
8 hrs. @ 1.655	13.24
2 hrs. @ 2.485	4.97
1st Half	
Picking up track material	
32 hrs. @ 1.991	63.71
32 hrs. @ 1.655	52.96
Pulling and loading poles	
8 hrs. @ 1.991	15.93
½ hr. @ 2.985	1.49
8 hrs. @ 1.655	13.24
½ hr. @ 2.485	1.24
Traxcavator BD 24 - 1st Half	
Picking up scrap material	
16 hrs. @ 1.919	30.70
PR Extra Gang 748, 2nd Half	
Spotting and Lining Track	
8 hrs. @ 2.0824375	16.66
8 hrs. @ 1.7443375	13.96
8 hrs. @ 1.715	13.72
8 hrs. @ 1.631	13.06
8 hrs. @ 1.547	12.37
8 hrs. @ 1.499	11.99
200 hrs. @ 1.499	299.80
1st Half	
Spotting and Lining Track	
56 hrs. @ 2.0824375	116.62
3 hrs. @ 3.10	9.30
40 hrs. @ 1.7443375	69.78
4 hrs. @ 2.60	10.40
56 hrs. @ 1.715	96.04
48 hrs. @ 1.631	78.29
56 hrs. @ 1.547	86.63
56 hrs. @ 1.499	83.94
12 hrs. @ 2.25	27.00
1644 hrs. @ 1.499	2,464.36
9 hrs. @ 2.25	20.25

PR Extra Gang 746, 1st Half	
Release old track, load material	
32 hrs. @ 349.85 (21 day mo.)	66.64
32 hrs. @ 308.05	58.68
1096 hrs. @ 1.499	1,642.90
12 hrs. @ 2.25	27.00
Retire old main track	
24 hrs. @ 2.0824375	49.98
3 hrs. @ 3.10	9.30
24 hrs. @ 1.715	41.16
24 hrs. @ 1.631	39.14
24 hrs. @ 1.547	37.13
24 hrs. @ 1.499	35.98
8 hrs. @ 2.25	18.00
768 hrs. @ 1.499	1,151.23
PR 712-1 Signal	
Retire rock protection fence and rock fence circuits	
72 hrs. @ 440.81 (26 day mo.)	152.59
440 hrs. @ 2.003	881.32
56 hrs. @ 1.787	100.07
56 hrs. @ 1.715	96.04
192 hrs. @ 1.691	324.67
PR 701-2 Supt. TEA	
Line change	
2 days @ 19.05636	38.11
PR 27 - Telegraph	
Move pole line a/c hiway project	
50 hrs. @ 2.897	144.85
64 hrs. @ 2.021	129.34
8 hrs. @ 2.897	23.18
376 hrs. @ 1.931	726.06
224 hrs. @ 1.691	378.78
5 days @ 446.13 mo. (30 day mo.)	74.36
40 hrs. @ 2.021	80.84
5 hrs. @ 2.897	14.49
196 hrs. @ 1.931	378.48
168 hrs. @ 1.691	284.09
October 1953, PR Extra Gang 746, 1st Half	
Spotting and lining track	
8 hrs. @ 2.016625	16.13
8 hrs. @ 1.693875	13.55
8 hrs. @ 1.745	13.96
8 hrs. @ 1.661	13.29
8 hrs. @ 1.577	12.61
8 hrs. @ 1.529	12.23
160 hrs. @ 1.529	244.64
PR 701-2 Supt. TEA	
Line change	
2 days @ 19.6718	39.34

Anh

Nov. 1953 PR 712-2 Signal Install pole line so as to remove temporary cable account highway removal of Tunnel #3		
56 hrs. @ 447.07 (25 day mo.)	125.18	
120 hrs. @ 2.033	243.96	
40 hrs. @ 1.721	68.84	
Dec. 1953, PR 712 Signal Install pole line		
56 hrs. @ 447.07 (27 day mo.)	115.91	
136 hrs. @ 2.033	276.49	
48 hrs. @ 1.721	82.61	
Work Train Service Labor - May 1953 TE 405	147.35	
Work Train Service Labor - July 1953 TE 605	1,387.75	
Work Train Service Labor - August 1953 TE 705	1,485.77	
Work Train Service Labor - September 1953 TE 805	523.95	
Work Train Service Labor - January 1953 TE 5	10.09	
10% Supervision on 46,504.33	4,650.43	
3% Vacation on 46,504.33	1,395.13	
6% RRR & UI Tax Pd. on 46,504.33 plus 1,395.13	2,873.97	✓ 55,546.47

Personal Expenses		
June 1953		
Vou. 330156 - G. S. Swanson	38.05	
August 1953		
Vou. 354026 - J. E. Queirola BD 24 operator	31.35	
September 1953		
Vou. 380917 Frank Irwin	12.60	
October 1953		
Vou. 370312 Frank Irwin	6.85	
November 1953		
Vou. 401697 - A. B. Wilkinson	26.60	
Vou. 402199 - M. H. Allen	25.40	
Vou. 402191 - S. E. Newman	27.75	
Vou. 402361 - C. L. Leslie	16.33	
December 1953		
Vou. 387680 - M. H. Allen	40.45	
Vou. 387678 - C. L. Leslie	21.00	
Vou. 387656 - P. E. Pepper	39.00	
Vou. 390682 - A. B. Wilkinson	26.75	
Vou. 390684 - S. E. Newman	29.75	
Expense allowance (teleg.clerk with work train)		
July 1953		
Vou. 358105 - J. J. Bowen	22.00	
August 1953		
Vou. 359712 - J. J. Bowen	22.00	
September 1953		
Vou. 375517 - J. J. Bowen	7.00	
Engr. Party Personal Expenses		
May 1953		
Vou. 327385 - L. H. Boyd	2.25	
Vou. 333009 - Hamlin	2.25	
Vou. 333395 - Swadberg	2.35	
December 1953		
Vou. 393638 - Boyd	7.60	
Vou. 393646 - Hamlin	8.65	
Vou. 393736 - White	7.80	$423.78
Material Charges:		
July 1953 - F 502-1 #1420		
6 autogap 3 KV vertical lightning arrester, Hubbard & Co. #2330 with #2337 mounting bracket @ 7.34	44.04	
1000 ft. guy wire 5/16" 53.50 lb Siemans - Martin extra galv. steel strand @ .04 ft.	40.00	
July 1953 - F 502-1 #1000 June 1953		
3 Cl. 3 35' fuel trtd poles @ 23.90	71.70	
10 Cl. 3 35' " " " @ 21.00	210.00	
2 Cl. 3 45' " " " @ 32.30	64.60	
3 Cl. 3 45' " " " @ 31.50	94.50	
2 Cl. 3 50' " " " @ 45.00	90.00	
3 Cl. 3 50' " " " @ 41.25	123.75	
10 Chance 8-W anchors only #88115 @ 1.19	11.90	

Material Charges (Con'd)

10	Galv. anchor rod with thimble eye 5/8" x 6' 0" @ 1.71	17.10	
9	drums 55 gal. @ 1.00	9.00	
	August 1953 F 502-1 #1475		
1	Precast concr fdn. 36" barrel bolt spacing 23 7/8 x 23 7/8 with fdn. bolts @ 54.33	54.33	
2	fdn. precast concr. 48" barrel bolt spacing 11 11/16 x 11 11/16" with fdn. bolts @ 28.50	57.00	
	F 502-1 #1477		
30	Cl. 3-35' fer line poles full trtd @ 23.81	714.30	
172	ft. cable 5/16" extra Galv. steel strand @ .04 ft.	6.88	
350	Nicopress galv. copper splicing sleeve for #9 WG wire #2-148-J @ .09	31.50	
4	piers, cast iron, with 2 3/4 x 3½" bolts Dwg. S-5058 @ 7.50	30.00	
	Less material released		
1	precast concr fdn. 36' barrel bolt spacing 23 7/8 x 23 7/8" with fdn bolts @ 41.81	41.81	Cr.
2	precast concr fdn 48" barrel 11 11/16" x 11 11/16" with fdn bolts @ 28.50	57.00	Cr.
4	Piers cast iron with 2 3/4 x 3½" bolts Dwg. S-5058 @ 7.50	30.00	Cr.
	Less 15% Hndlg. 128.81	19.32	
	September 1953 F 502-1 #1740		
5	okonite rubber tape 3/4" 2½# @ 1.26 lb.	3.15	
	F 502-1 #1717		
52	porcelain strain insulators #502A @ .22	11.44	
120	ft. creo. ground wire moulding #2502 @ .05 ft.	6.00	
40	davidson zinc cable hangers #2 11" long @.03	1.20	
250	ft. ¼" 3150 lb. Sumons Martin galv. galv. steel strand @ .01 ft.	2.50	
93	Galv. thrw bolt 5/8" x 18" DWG CS-358 @ .54	50.22	
10	nicopress copper offset deadened sleeves #91 128M @ .25	2.50	
56	lbs. #9 BWG galv. iron tie wire 13" long @ .04 lb.	2.24	
30	nicopress copper offset dead end sleeve #9-162-J @ .25	7.50	
4	pole box type 1236-100 WRRS Dwg 1236-100 @ 25.60	102.40	
5	chance galv. anchor rod with thimble eye 5/8" x 6' @ 1.71	8.55	
29	chance 8-w galv. anchor #08115 @ 1.19	34.51	
500	ft. single condr. wire #9 AWG solid 5/64" wall etc. @ .11 ft.	55.00	
14	chance expanding rock anchor cot R-220 fig. 78 @ 3.14	43.96	
6	copperweld ground rod 5/8" x 6' @ 1.83	10.98	
29	galv. dble. arming bolts 5/8" x 18" Hubbard #9868 @ .42	12.18	

Material Charges (Con'd)

42	drums 55 gal. @ 1.00	42.00
6	copperweld ground rod clamp Hubbard #9492 @ .30	1.80
100	pole steps Hubbard #7123 @ .20	20.00
55	angle thimble eye Hubbard #1100 @ .48	26.40
5	straight thimble eye #7519 @ .61	3.05
104	galv. 3-bolt guy clamp Hubbard 7449 @ .54	56.16
350	PA-2 tigarweld bonds @ .29	101.50
34	breakarm brackets Model R-5016 WRRS Pl. S-11 @ 1.88	63.92
108	galv. thru bolts 5/8" x 16" Dwg CS-358 @ .26	28.08
24	bootlegs @ 2.40	57.60
300	nicopress galv. copper splicing sleeve #2 - 148-J @ .09	27.00
75	davidson zinc cable hangers #2 11" long @ .04	3.00
2	gal. horn signal cement @ 3.58	7.16
F 502- #1669		
2	deadend cleuise @ .75	1.50
2	transposition bayonets @ 3.75	7.50
4	ground bayonets @ 3.75	15.00
1	breakarm brackets Model R 5012 @ 1.03	1.03
76	bridle rings 1¼" enamel @ .09	6.84
61	crossarm 6' 4 pin @ 1.45	88.45
105	" 10' 10 " @ 2.34	245.70
302	" brace galv. iron @ .20	60.40
130	tap groove porce insult. @ .19	24.70
658	side groove insulator @ .08	52.64
770	crossarm pin ½" steel @ .43	331.10
2	plug cutout @ 2.86	5.72
2	transformer 3/4 KVA 550t 110 volt @ 44.85	89.70
2	special disconnect switch @ 15.00	30.00
4	guy clamp galv. 2 bolt @ .20	.80
2	J hooks @ .19	.38
3	mi. #6 AWG HD copper line wire @ 103.00 mi.	309.00
17	mi. #9 " galv. iron line wire @ 22.50 mi.	382.50
2	autogap 3 KV vertical lightning arrester @ 5.85	11.70
151	Galv. heel bolts @ .04	6.04
302	Galv. toe " @ .02	6.04
2	hughes crossarm brace #1150-X @ 11.50	23.00
1	pole box type 1236-55 @ 25.70	25.70

Material Released

1	pole box type 1236-55 @ 25.70	25.70 Cr.
102	30' cedar poles @ 2.50	255.00 Cr.
1000	lbs. #12 A-WG HD copper wire @ 18.00 C#	180.00 Cr.
1	RF-10 rectifier 8-12 V @ 31.60	31.60 Cr.
2	DN 12 relay 670 ohm 4 pt. @ 32.80	65.60 Cr.
2	DN 12 relay 670 ohm 6 pt. @ 67.25	134.50 Cr.
2	autogap 3 KV vertical lightning arrestor @ 5.85	11.70 Cr.
2	Hughes crossarm brace #1150-X @ 11.50	23.00 Cr.
24	bootlegs	no value
2	deadend clevise @ .75	1.50 Cr.

2	transposition bayonet @ 3.75	7.50 Cr.
4	ground bayonet @ 3.75	15.00 Cr.
1	breakarm bracket Model R 5012 @ 1.03	1.03 Cr.
76	Bridle rings 1¼" enameled @ .09	6.84 Cr.
61	crossarm - 6' 4 pen @ 1.45	88.45 Cr.
105	" 10' 10 pin @ 2.34	245.70 Cr.
302	galv. crossarm brace @ .20	60.40 Cr.
130	tap groove insulator @ .19	24.70 Cr.
658	side " " @..08	52.64 Cr.
770	½" galv. steel X arm pin @ .43	331.10 Cr.
2	plug cutout @ 2.86	5.72 Cr.
2	transformer 3/4 KVA - 550 to 110 volt @ 44.85	89.70 Cr.
2	special disconnect switch @ 15.00	30.00 Cr.
4	galv. 2-bolt guy clamp @ .20	.80 Cr.
2	"J" Hooks @ .19	.38 Cr.
3	mi. #6 AWG HD copper line wire @ 103.00 mi.	309.00 Cr.
17	mi. #9 BWG galv. iron line wire @ 22.50 mi.	382.50 Cr.
	Less 15% hndlg on 2,380.06	357.01

Material Used (F 507 - September 1953)

18	7 x 9 x 9 cross ties @ 3.40	61.20
32	pcs. 133# tie plates 528# @ 4.00 C#	21.12
8950	lbs. 5/8 x 6½" trk spikes @ 5.20 C#	465.40

(F 507 - August 1953)

2701	7 x 9 x 9 C&O cross ties @ 3.39	9,156.39
662	7 x 9 x 8 " " " @ 3.39	2,244.18
	Trting costs 3381 ea. @ .2569	868.58
11661	1 ft. 1st quality rail 133.4# 518526# @ 83.13 NT	21,552.53
3	1 ft. 1st quality 133.4 (cuttings) 133# @ 40.00 NT.	2.66 Cr.
586	pcs. 133# angle bars 36" 61# 35746# @ 5.52 C#	1,973.18
4	pr. 133# insulated jts. 36" @ 29.90 pr.	119.60
4	pr. 133-131 # comp. jts. 36# @ 21.71 pr.	86.84
5791	pcs. 133# DD-DS tie plates 2218# 128,444# @ 4.84 C#	6,216.69
927	pcs. 131# " " " 22.18# 20,561# @ 4.00 C#	822.44
4366	lbs. 1 1/16 x 6" trk bolts @ 9.81 C#	428.30
1728	pcs. 1 1/8" spring washers @ 81.66 M	141.11
3600	pcs. 133# fair rail anchors @ 33.83 C	1,217.88
14600	lbs. 5/8 x 6½" track spikes @ 6.28 C#	916.88
310	ctns joint packing @ .52 ctn.	161.20

Material - Released (Track)

Inventory of Main Line Retired WO 7066 MP 73.68 to M.P. 74.96 near Mosier, Oregon, Engr. Sta. 1814 plus 83.4 to Engr. Sta. 1873 plus 53.5 - 5799.5 trk ft. per L. H. Boyd, Asst. Engr. UPRR Co. and M. M. Stump Res. Engr. Ore State Highway

321	7x9x8' trtd cross ties	no value
4632	L ft. 133.4" RE rail Cl #2 plus 103.22 NT @ 66.60 NT	6,874.45 Cr.

Material Charges (Cont'd)

6955.8	L ft. 131# RE rail Cl#2 plus 152.10 NN @ 66.60 NT	10,129.86 Cr.
230	pcs. joint bars 133#-6 hole 139.93 C# @ 4.40 C#	615.69 Cr.
316	pcs. joint bars 131#-6 hole 192.76 C# @ 4.40 C#	848.14 Cr.
36	pcs. joint bars 131#-4 hole 15.72 C# @ 4.40 C#	69.17 Cr.
2	pr. insul. jts. bars 133#-6 hole 436# @ 4.40 C#	19.18 Cr.
4	" compr. jt. bars 131-133#-6 hole 616# @ 4.40 C#	27.10 Cr.
2	pr. Insul. jts.bars 131#-6 hole 320# @ 4.40 C#	14.08 Cr.
1710	pcs. 1 1/16" x 6" trk bolts 41.89C# @ 1.50 C#	62.84 Cr.
1710	pcs. spring lock washers 265# lb. .01	2.65 Cr.
3626	pcs. Erickson rail anchors @ .25	906.50 Cr.
7394	pcs. tie plates-131#& 133# 1418.19 C# @ 4.00 C#	5,672.76 Cr.
23913	pcs. 5/8"x 6¼" trk spikes 209.238 C# @ 1.50	313.86 Cr.
6	pcs. 8" x 12" abrasion plates .762 @ .75	4.50 Cr.
	Material retired from inside Gd rail Tunnel #3	
1322.6	Lft. 110 lb. rail 24.24 NN @ 40.00 TT	969.60 Cr.
60	pcs. cont jts. 110# rail 30.93 CC 1.50 #	46.39 Cr.
62	pcs. 1 1/16" x 5½" trk bolts 1.37 CC @ 1.50 ##	2.05 Cr.
62	spring lock washers 10# @ .01 #	.10 Cr.
1509	pcs. 5/8" x 6¼" trk spikes 13.20 #C @ 1.50 C#	19.80 Cr.
2	90# paint castings 220# @ .01#	2.20 Cr.
2	insul. jt. bars 110# 204# @ 1.50 C#	3.06 Cr.

October 1953 - F 502-1 #1848

Material Released -

53	ea. 35' poles trtd. @ 3.00	159.00 Cr.
5	ea. 45' " " @ 5.00	25.00 Cr.
2	ea. 50' " " @ 41.25	82.50 Cr.
34	ea. break arm brackets R 5016 @ 1.03	35.02 Cr.
52	ea. porc. strain insultaors #502 @ .19	9.88 Cr.
6	eac. autogap 3 KV vertical lighting arrestor @ 5.85	35.10 Cr.
100	ea. pole steps @ .11	11.00 Cr.
104	ea. guy clamps 3-bolt @ .30	31.20 Cr.
70	ft. aerial cable - 12 condr. #14 AWS	
120	ft. " " - 19 " #14 " 508# @ .15#	
500	ft. single condr. wire #9 AWG solid 5/64 wall	76.20 Cr.
250	ft. steel strand cable ¼"	
1172	ft. " " " 5/16"	
55	ea. Thimble eye - angle @ .38	20.90 Cr.
5	ea. " " - straight @ .33	1.65 Cr.
4	ea. pole box #1236 - 100 @ 25.60	102.40 Cr.
	Less 15% hndlg on 27,193.83	4,079.07

Material Used

	October 1953 F 502-1 # 1848		
3	ea. Cl.3-35 ft. fir line poles trtd @ 21.00	63.00	
2	ea. Cl. 3-50ft. fir line poles trtd @ 41.25	82.50	
2	ea. " -40ft. " " " " @ 26.25	52.50	
	F 502-1 #1814 (Sept. 1953)		
2	gal. black paint CS 22 #7 @ 1.61 gal.	3.22	
200	ea. servisleeves Hubbard #7453 @ .04	8.00	
25	lb. texaco sealing compound @ .02 lb.	.50	
24	ea. C-8-20" long stub end track connector @ .47	11.28	
100	ft. 7-cond. #9 AWG solid UG cable 4/64" wall Anhydrex ins. etc. @ .71 ft.	71.00	
45	ft. 5-cond. #14 AWG solid UG cable4/64" wall - Anhydrex ins. etc. @ .32 ft.	14.40	
70	12-condr. #14 AWG solid aerial cable 4/64" wall-kerite ins. etc. @ .43 ft.	30.10	
120	ft. 19-condr.#14 AWG solid aerial cable 4/64" wall kerite ins. etc. @ .60 ft.	72.00	
	F 502-1 #1888 - Telegraph		
210	ea. sleeves Nico #1-114D @ .05	10.50	
150	ea. " " #2-165J @ .09	13.50	
100	ea. " " #R1-114D @ .16	16.00	
10	ea. Bolts-X arm 18" SA @ .33	3.30	
10	ea. " " " DA @ .42	4.20	
30	ea. " " 16" SA @ .33	9.90	
70	ea. " carriage 3/8" x 4" @ .04	2.80	
100	lb. wire-copper tie #9 AWG 22" long @ .31 lb.	31.00	
300	ea. sleeves - Nico #1-114D @ .06	18.00	
	December 1953 - F 502-1 #2134		
12	ea. thimble eye, angle Hubbard 1100# @ .48	5.76	
20	ea. clamps galv. 3-bolt gay #7449 @ .54	10.80	
150	ft. guy wire ¼" 3150# Seemans-Martin extra galv. steel strand @ .02 ft.	3.00	
18	ea. pins ½" galv. steel with wood cab Hubbard #8000 with 3 prong washer #5039 @ .33	5.94	
2/5	mile wire #6 AWG solid-bare 40% conductivety copperweld line 154.8# @ .28 lb.	43.34	
	July 1953 - TE 623-656		
1	car crushed rock	64.25	
	August 1953 - TE 756		
104	cars cr. rock @ 63.621	6,616.58	
	November 1953 - TE 1056		
1	car cr. rock	63.71	
10%	hndlg on 57,969.98	5,797.00	
	frt charges	6,217.82	
3%	fed tax	186.54	$44,924.04

F 1253

Outfit & revenue Rental -

May 1953 Signal		
7 outfit cars - 217 days @ 2.75	596.75	
7 revenue cars- 217 days @ 2.00	434.00	
	1030.75	
Basis for apportionment		
Signal Gang 782 wkd 1778 hrs. in month		
" " " " 104 " on above		
104/1778 =.05849269 x 1030.75		60.29
June 1953 - Signal Gang 782		
6 outfit 30 days ea-180 das @ 2.75	495.00	
7 revenue 30 das.ea-210 " @ 2.00	420.00	
	915.00	
Basis:		
Signal Gang 782 wkd 2231 hrs. on month		
" " " " 988 " on above		
988/2231 =.4428507 x 915.00		405.21
July 1953 - Extra Gang 746		
11 outfit - 337 days @ 2.75	926.75	
4 revenue 73 " @ 2.00	146.00	
	1072.75	
Basis:		
Extra Gang 746 wkd 4694 hrs. in month		
" " " " 1964 " on above		
1964/4694 = .41840647 x 1072.75		448.84
July 1953 - Extra Gang 748		
13 outfit 403 days @ 2.75	1,108.25	
3 revenue - 49 das. @ 2.00	98.00	
	1,206.25	
Basis:		
Extra Gang 748 wkd 6993 hrs. on month		
" " " " 2160 " on above		
2160/6993 =.30888 x 1206.25		372.59
July 1953 Signal Gang PR 712		
5 outfit cars - 155 das.@ 2.75	426.25	
7 revenue " - 202 " @ 2.00	404.00	
	830.25	
Basis:		
Signal Gang wkd. 2166 hrs. in month		
" " " 917 " on above		
917/2166 = .42336 x 830.25		351.49
July 1953 - Crane 0287		
Crane-6 days - 25 tons @ 30.00 da.		180.00
4 outfit cars-24 das. @ 2.75		66.00
1 revenue " 6 " @ 2.00		12.00
August 1953 - Extra Gang 746		
11 outfit cars-341 days @ 3.15	1074.15	
4 revenue " 85 days @ 2.40	204.00	
	1278.15	
Basis:		
Gang 746 wkd 6073 hrs. in month		
" " " 5829 "		
5829/6073 =.9598222 x 1278.15		1,226.80

August 1953 - Extra Gan 748		
13 outfit cars-403 das.@ 3.15	1,269.45	
5 revenue " 100 " @ 2.40	240.00	
	1,509.45	
Basis:		
Extra Gang 748 wkd 5628 hrs. in month		
" " " " 5119 hrs. on above		
5119/5628 =.909559 x 1509.45		1,372.93
August 1953 - Signal Gang PR 712		
6 outfit cars 173 das.@ 3.15	544.95	
9 revenue " 242 " @ 2.40	580.80	
	1,125.75	
Basis:		
Signal Gang wkd-2389 hrs. in month		
" " " 1638 " on above		
1638/2389 =.6856425 x 1125.75		771.86
August 1953 - Crane 0287		
Crane 11 days @ 3.00 day		330.00
4 outfit - 44 days @ 3.15		138.60
1 revenue - 11 days @ 2.40		26.40
August 1953 - Trancavator BD 24-40 to 45 HP		
5 days @ 15.00		75.00
5 days grader attachment @ 1.00		5.00
September 1953 Extra Gang 746		
11 outfit cars 330 days @ 3.15	1,039.50	
4 revenue " 96 " @ 2.40	230.40	
	1,269.90	
Basis:		
Extra Gang 746 wkd 5589 hrs. in month		
" " " " 4303 on above		
4303/5589 =.7699052 x 1269.90		977.70
September 1953 - PR 712 - Signal Gang		
6 outfit cars 180 das. @ 3.15	567.00	
9 revenue " 241 das. @ 2.40	578.40	
	1,145.40	
Basis:		
Signal Gang wkd 2130 hrs. on month		
" " " 816 " on above		
816/2130 =.3830986 x 1145.40		438.80
October 1953 - Extra Gang 746		
11 outfit cars 341 das. @ 3.15	1,074.15	
6 revenue " 125 " @ 2.40	300.00	
	1,374.15	
Basis:		
Extra Gang 746 worked 2405 hrs. in month		
" " " " 208 " On above		
208/2405 = .0864865 x 1374.15		118.84
November 1953 - Signal Gang 782		
5 outfit cars - 150 das. @ 3.15	472.50	
_ revenue " - 180 " @ 2.40	432.00	
	904.50	
Basis:		
Signal Gang wkd 2084 hrs. in month		
" " " 216 " on above		
216/2084 = .1036468 x 904.50		93.75

December 1953 - Signal Gang 782			
6 outfit cars-186 days @ 3.15	585.90		
6 revenue " -186 " @ 2.40	446.40		
	1,032.30		
Basis:			
Signal Gang wkd 2962 hrs in month			
" " " 240 " on above			
240/2962 = .0810263 x 1032.30		83.64	
			$7,555.74
Truck Rental			
May 1953 - SG #782 2 T truck			
1½ days @ 8.00 day		12.00	
June 1953 - SG #782 2 T truck			
10½ days @ 8.00 day		84.00	
July 1953 SG #782 2 T truckk			
10 days @ 8.00 day		80.00	
EG - #746 1½ T truck			
10 days @ 6.00		60.00	
EG #748 - 1½ T truck			
7 days @ 6.00		42.00	
August 1953 - EG 746 - 1½ T truck			
20 days @ 6.00		120.00	
EG 748 1½ T truck			
19 days @ 6.00		114.00	
September 1953 SG 782 2 T truck			
7 days @ 8.00		56.00	
EG #746 - 1½ T truck			
9 days @ 6.00		54.00	
EG #748 1½ T truck			
4 days @ 6.00		24.00	
October 1953 - EG 746 1½ T truck			
1 day @ 6.00		6.00	
December 1953 SG 782 2 T truck			
6 days @ 8.00		48.00	
May 1953- Engr. Party Pass. auto			
1 day @ 4.00		4.00	
December 1953 - Engr. Party Pass. auto			
1 day @ 4.00		4.00	$ 708.00
Locomotive Rental			
January 1953 - Loco. #5404 used 1 hr.			
½ day rental @ 144.00 day		72.00	
½ day caboose rental @ 2.00 day		1.00	
3613 miles for month			
95729 gal. used in month			
95729/3613 = 26.49568 gal. per mile			
1 hr. x 6 mi. per hr. = 6 miles			
6 x 26.49568 = 159 gallon			
42 gal. = 1 bbl.			
3.785714 bbl @ 2.165 bbl.		8.20	
hndlg charge - .00243 gal.		.39	
Supplies - 1 hr. = 6 miles			
6 miles @ .3040		1.82	

Loco. Rental (Cont'D)

May 1953 - Locom 758	
Used 1 day - rental 12'	49.00
Caboose rental 1 day	2.00
1754 miles for month	
18558 gal. used in month	
18558/1754 = 10.580387 gal. per mile	
12 hrs. x 6 mi. per hr. = 72 miles	
72 miles x 10.580387 gal = 762 gal.	
42 gal. = 1 bbl.	
18.14286 bbl x 2.14 bbl.	38.83
Hndlg charge - .00255 gal.	1.94
Supplies - 1 hr. = 6 miles	
72 miles @ .3040	21.89
July 1953 - Loco #5513 used 34 hrs. or 3 days	
3 days rental @ 144.00 day	432.00
caboose 3 days @ 2.00 day	6.00
2563 miles for month	
67486 gal. used in month	
67486/2536 = 26.6112 gal. per mile	
34 hrs. @ 6 mi. per hr. = 204 miles	
204 x 26.6112 = 5428 gal. 42 gal. = 1 bbl.	
129.238 bbl @ 2.14 bbl.	276.57
Hndlg charge .00209 gal.	11.34
Supplies - 1 hr = 6 miles	
204 miles @ .3040	62.02
Loco - 2504 - used 5 days 56 hrs. -	
5 days rental @ 85.00 day	425.00
5 days rental caboose @ 2.00 day	10.00
1095 miles for month	
8392 galloon used in month	
8392/1095 = 7.6639 gal. per mile	
56 hrs. @ 6 mi. per hr. = 336 miles	
336 x 7.6639 = 2575 gal. - 42 gal. = 1 bbl.	
61.310 bbl @ 2.14 bbl.	131.20
Hndlg charge - .00209 gal.	5.38
Supplies - 1 hr = 6 miles	
336 mi. @ .3040	102.14
Loco. 2711 - used 3 days 36 hrs.	
3 days rental @ 85.00 day	255.00
3 days rental caboose @ 2.00 day	6.00
1582 miles for month	
35492 gal. used in month	
35492/1582 = 22.43489 gal. per miles	
36 hrs. @ 6 mi. per hr = 216 miles	
216 mi. x 22.43489 = 4846 gal. 42 gal. = 1 bbl	
115.381 bbl. @ 2.14 bbl	246.91
Hndlg. charge .00209 gal.	10 13
Supplies 1 hr = 6 miles	
216 miles @ .3040	65.66

August 1943 - Loco. 2504 - used 11 days		
11 days or 71 hrs. @ 85.00 day	935.00	
11 days rental caboose @ 2.40	26.40	
1877 miles for month		
19100 gallons used in month		
19100/1877 = 10.175812 gal. per mile		
71 hrs. x 6 miles per hr. = 426 miles		
426 x 10.175812 = 4335 gal. 42 gal. = 1 bbl.		
103.2143 bbl @ 2.14 bbl.	220.88	
Handling charge .00173 gal.	7.50	
Supplies 1 hr = 6 miles		
426 @ .3040	129.50	
September 1953 Loco. 2504 used 2½ days @ 85.00	212.50	
Caboose - 2½ days or 31 hrs. @ 2.40	6.00	
1597 miles for month		
12104 gallons used in month		
12104/1597 = 7.5792 gal. per mile		
31 hr. x 6 miles per hr = 186 miles		
186 x 7.5792 = 1410 gal - 42 gal. = bbl.		
33.57143 bbl @ 2.14 bbl.	71.84	
Handling Charge .00227 gal.	3.20	
Supplies - 1 hr = 6 miles		
186 mi. x .3040	56.54	
September 1953 Loco. 2208		
1 day rental - 11 hr.	85.00	
1 day rental - caboose	2.40	
1762 miles for month		
25850 gallons used in month		
25850/1762 = 14.67083 gal. per mile		
11 hrs. x 6 mi. per hr = 66 miles		
66 miles x 14.67083 = 968 gal. (42 gal. = 1 bbl)		
23.0476 bbl. @ 2.14 bbl.	49.32	
Handling cost .00227 gal.	2.20	
Supplies 1 hr. = 6 miles		
66 mi. x .3040	20.06	
Frt. on oil - 20,324 gal - 157511 #	271.71	
3% fed tax	8.15	
		$ 4,350.62
Total Amount		$ 113,508.65

=/RR #398

THIS AGREEMENT made this 21st day of August 1952, by and between OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, an Oregon corporation, and its lessee UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter collectively called "Railroads"), parties of the first part, and the STATE OF OREGON, acting by and through its State Highway Commission (hereinafter called "State"), party of the second part,

WITNESSETH:

RECITALS:

1. The State asserts that between Mosier and Rowena in Wasco County, Columbia River Highway (hereinafter called "highway"), as now located and constructed, encounters conditions which impede modern highway traffic. The State considers relocation and reconstruction of said highway in said area to be necessary in the interest of public safety and convenience.

2. Therefore, the State desires to occupy and use for the purposes of said highway certain of the Railroads' present right of way and property between the points hereinafter identified, and the State has offered to relocate and reconstruct the Railroads' present tracks and facilities in said area and to furnish all property necessary therefor. The parties make this agreement to provide for accomplishment of said project and matters incidental thereto.

NOW, THEREFORE, it is agreed by and between the parties as follows:

Section 1. MAP. Oregon State Highway Department map and cross-section diagram of Rowena Tunnel Section, Columbia River Highway, being Drawing No. 7B-11-10 dated January, 1952, last revised August 15, 1952, identified by the signatures of the Assistant State Highway Engineer and the Division Engineer of the Railroads, is hereby referred to and made a part of this agreement and is hereinafter called "location map".

Section 2. EXCHANGE OF LANDS.

(a) The State, after having first acquired at its own expense fee simple title to all that part thereof not now owned by the State, will convey to Oregon-Washington Railroad & Navigation Company in exchange for conveyance to the State as hereinafter provided, unencumbered fee simple title to all of the land represented by green color on the location map, which land is situated in Sections 33 and 34, Township 3 North, Range 12 and Section 3, Township 2 North, Range 12, all East of Willamette

Meridian, in Wasco County, Oregon; together with the new railroad facilities to be constructed on said land and on adjoining and adjacent land of Oregon-Washington Railroad & Navigation Company as hereinafter provided. Said conveyance shall be made by good and sufficient deed in form and substance satisfactory to the Railroads. The State at its own expense shall prepare descriptions of said property satisfactory to the Railroads and shall make or obtain any surveys necessary for preparation of said descriptions. The State at its own expense will also furnish and deliver to the Railroads a title insurance certificate issued by a reliable title insurance company authorized to do business in Oregon and in form and substance satisfactory to the Railroads, insuring in Oregon-Washington Railroad & Navigation Company unemcumbered fee simple title to all of the property to be conveyed as aforesaid.

(b) The Railroads or one of them, in exchange for the property to be conveyed by the State as hereinbefore in this section provided, will:

First. Convey to the State a perpetual easement for highway purposes upon the lands represented on the location map by blue color, which lands are situated in Section 34, Township 3 North, Range 12; Section 3, Township 2 North, Range 12, all East of Willamette Meridian, in Wasco County, Oregon; and

Second. Convey to the State, subject to the aforesaid easement and any other encumbrances thereon, without warranty or covenant, the right, title and interest of Oregon-Washington Railroad & Navigation Company in and to the lands referred to in paragraph First of this paragraph (b), which lands are represented on the location map by blue color; provided, however, the Railroads or either of them shall not be obligated to make the conveyance mentioned in this paragraph Second unless and until the State establishes to the satisfaction of the Railroads that Oregon-Washington Railroad & Navigation Company is vested with title of the kind described in paragraph (a) of this section, in and to all of the real property to be conveyed by the State to said Oregon-Washington Railroad & Navigation Company as provided in said paragraph (a); nor until the State makes, executes and delivers to the Railroads such other and further assurances of title (in addition to the conveyance mentioned in paragraph (a) of this section) as the Railroads may require. At the time of executing and delivering the conveyance contemplated by this paragraph Second, the Railroads will request the mortgage trustee to release the property thereby conveyed from the lien of the Refunding Mortgage of Oregon-Washington Railroad & Navigation Company. If title insurance or other evidence of title or interest in said property is required by the State, it shall be obtained by the State at its own expense.

(c) The conveyances mentioned in paragraphs First and Second of paragraph (b) of this section shall not include railroad facilities or other facilities of the granters or either of them or property of any third parties (including, but not limited to, public utilities), located upon the lands to be conveyed; and said conveyances shall reserve the right for the grantor and any other owners of such facilities and property to remove the same. Said conveyances shall be subject to any outstanding rights of third parties, including rights granted to the United States by instrument dated July 27, 1937, recorded April 16, 1938, in Volume 89 page 176, deed records of Wasco County. Said conveyances shall also be subject to the terms and provisions of this agreement.

(d) The State, without expense to the Railroads, will make satisfactory adjustments with and obtain releases from any and all tenants and lawful occupants and users of any railroad property, affected by acquisition by the State of easement upon or title to the lands mentioned in paragraph (b) of this section.

(e) The conveyances from the State to the Railroads and the conveyance of easement by the Railroads to the State as provided in this section, shall be delivered by the grantors to the grantees thereof simultaneously. Said delivery shall be made within a reasonable time and in any event within six (6) months after completion by the State and acceptance by the Railroads of the relocated railroad line and facilities to be constructed as herein elsewhere provided.

Section 3. EASEMENTS GRANTED.

(a) So far as they lawfully may do so, the Railroads hereby grant to the State easements to construct and maintain:

First. The highway upon, along and within the property of the Railroads in the County of Wasco, State of Oregon described as Parcel 1-H in the descriptions attached to this agreement marked "Exhibit A" and by this reference made a part hereof, which parcel is represented on the location map by brown color; and

Second. The slopes of said highway upon, along and within the property of the Railroads in the County of Wasco, State of Oregon described as Parcels 1-S, 2-S and 3-S in said descriptions attached hereto as "Exhibit A", which parcels are represented on the location map by yellow color.

(b) The property described in this Section 3 shall be used by the State only for the purposes herein stated and not for any other purpose. The easements granted in this section are subject and subordinate to all outstanding superior rights, whether public or private, and any extensions and renewals thereof. The Railroads reserve the right to use the property referred to in this section for any and all purposes not inconsistent with the easements hereby granted. The State will assume, bear and pay all taxes and assessments levied upon and against the property described in this section, except taxes levied thereon as a component part of the Railroads' operating property in the State of Oregon as a whole. The easements granted by this section shall be and are subject to each and all of the terms, provisions and conditions of this agreement except the provisions relating to exchange of lands.

Section 4. RELOCATION OF RAILROAD.

(a) In replacement of the Railroads' present facilities between Railroad Engineer's Station 1808 plus 96.5 in the Nathan Morris Donation Land Claim No. 38 in Section 33, Township 3 North, Range 12 East, Willamette Meridian and Railroad Engineer's Station 1877 plus 42.9 in the NE¼ of SE¼ of Section 3, Township 2 North, Range 12 East, Willamette Meridian, all in Wasco County, Oregon, there shall be constructed, completed and conveyed to Oregon-Washington Railroad & Navigation Company as herein elsewhere provided, new and relocated railroad facilities for the entire distance between said points. Said new facilities shall be constructed in accordance with the location map and cross sections thereon and with detailed plans, designs and specifications to be prepared by or at the expense of the State and approved by the Railroads before commencement of the work, and shall consist of all facilities necessary or proper for replacement of the Railroads' present facilities and adequate provision for the Railroads' future facilities between said points, and shall include, but not by way of limitation:

First. A new railroad embankment and roadbed for two standard-gauge railroad tracks between said Railroad Engineer's Station 1808 plus 96.5 and Railroad Engineer's Station 1877 plus 42.9; the tracks mentioned in this paragraph First to be of approximately same elevation as Railroads' present tracks and with gradient as indicated by aforesaid plans and specifications; together with all culverts and supporting structures for said tracks, and signal mounds, and riprap for protection of said embankment, all conforming as to design, material, dimensions and method of construction with plans and specifications aforesaid and with the cross sections on the location map.

Second. One standard-gauge main track (approximately 5,880 feet new construction and approximately 950 feet relocation), including rails, ties, fastenings and ballast, located substantially as represented on the location map by dashed black lines designated "Relocated RR Center Line; together with signals, signal lines, communication lines, fences, structures and other facilities, whether of the same or a different kind.

(b) The State at its own expense shall furnish all material, labor and equipment for construction of and shall construct and complete in a manner and condition satisfactory to the Railroads, the facilities described in paragraph (a) First of this section. After completion by the State to the satisfaction of the Railroads of the work described in said paragraph (a) First, the Railroads, at the expense of the State, shall furnish all labor, material and equipment necessary for and shall construct and complete the facilities mentioned in paragraph (a) Second of this section.

(c) Before commencement of any of the aforesaid work, the State, without expense to the Railroads, will obtain all public authority necessary therefor, including, but not by way of limitation, authority from the United States for any construction in the Columbia River.

(d) In order to facilitate performance of the work to be done by the State as provided in this section, one (1) temporary crossing of the Railroads' present track shall be established and maintained at the expense of the State at approximate Railroad Engineer's Station 1869 in Lot 1, Section 3, Township 2 North, Range 12 East, Willamette Meridian. Said crossing shall not be made at grade but shall be either an overhead or an undergrade crossing whichever the State may prefer. If the State prefers an undercrossing and so notifies the Railroads in writing, the Railroads, at the expense of the State, shall furnish material, labor and equipment for construction of and shall construct at said location, a timber underpass; and, likewise at the expense of the State, the Railroads shall maintain said timber underpass until it is removed as herein elsewhere provided. In such case the State at its own expense will excavate the railroad embankment below the bottom of the stringers of said underpass, in a manner satisfactory to the Railroads. If the State prefers an overcrossing, at said location, the State, at its own expense, shall construct and maintain said overcrossing until it is removed as herein elsewhere provided, and said overcrossing shall be constructed and maintained in accordance with plans and specifications therefor to be prepared by the State and approved by the Railroads before construction thereof and in such manner and condition as not to endanger or interfere with Railroads' property or operations. The State and its contractors shall have the right to use said crossing only for the purpose of performing the work herein described and not otherwise; and said crossing shall not be open to or used by the public.

(e) All work to be performed by the State and its contractors under this section shall be done, performed and completed in a manner satisfactory to the Chief Engineer of the Railroads or his representative, and in accordance with the location map and cross sections thereon and with the detailed plans and specifications hereinbefore mentioned, and any omissions or defects therein shall be promptly remedied by the State at its own expense. The Railroads shall not be obliged to accept or operate the new or relocated facilities described in this section until they are in all respects completed in accordance herewith.

(f) Upon completion in accordance herewith of the new and relocated railroad facilities, the Railroads will commence operation thereof and will discontinue operation of the facilities replaced thereby, located between said Railroad Engineer's Stations 1808 plus 96.5 and 1877 plus 42.9 of present track. Within a reasonable time thereafter the Railroads, at the expense of the State, will dismantle and remove their present tracks and facilities except tunnels and their appurtenances between the Railroad Engineer's stations mentioned in this paragraph, and will also dismantle and remove said timber underpass if such underpass is constructed; or the State, at its own expense, will dismantle and remove said overcrossing, if one is constructed. Upon removal of said track, facilities and underpass (if any), the Railroads will credit the State with the reasonable salvage value of materials recovered therefrom, less cost of recovery.

(g) Either of the parties hereto may perform the work described in this section with its own forces or by contractors, or partly by one and partly by the other.

(h) The State hereby agrees to pay, satisfy and discharge the expense of all labor, material, equipment and work to be furnished, performed and done by it as in this section provided, and to reimburse the Railroads promptly upon receipt of bills, for the expense of all labor, material, equipment and work to be furnished, performed and done by the Railroads at the expense of the State as in this section provided. The bills rendered by the Railroads to the State shall include, but not by way of limitation, expense of all material, supplies and labor furnished by the Railroads, rental of equipment, amounts paid to any contractor or contractors, transportation of materials and equipment, the amount of any and all taxes and charges by federal, state and local government, based on payrolls (including, but not limited to, railroad retirement taxes), vacation allowances and overhead customarily charged by the Railroads.

(i) The State, without expense to the Railroads, shall furnish the Railroads upon completion of the work described in this section, the full data concerning costs, quantities and classes of material entering into the work performed by the State, and all other data reasonably necessary for completion of the Railroads' records.

Section 5. RELOCATION OF HIGHWAY.

(a) The State, at its own expense and without expense whatsoever to the Railroads, will furnish all labor, material and equipment necessary for and will relocate and reconstruct the highway between Highway Engineer's Station 1777 plus 60 in Section 34, Township 3 North, Range 12, and Highway Engineer's Station 1890 plus 50 in Section 11, Township 2 North, Range 12, all East of Willamette Meridian in Wasco County, Oregon, with center line as shown on the location map and with elevation as shown by cross sections on said map; together with all appurtenances of said highway, including besides the highway and slopes thereof but not by way of limitation, necessary and proper fences and barriers between the highway and tracks of the railroad, necessary and proper facilities for drainage of the highway and disposal of such drainage so that water will not accumulate between the highway and the railroad roadbed or elsewhere where such water might cause damage to the railroad. All construction work to be performed by the State as provided in this section shall be completed in a safe, stable and permanent condition so as not to jeopardize or interfere with present or future railroad operations.

Where railroad facilities and the highway are located on separate and contiguous embankments, the slope surface of said embankments shall not meet at a point less than ten (10) feet below railroad sub-grade. Nothing in this paragraph shall relieve the State from the obligation to construct highway and railroad facilities in accordance with the aforesaid plans and specifications and location map and cross-sections thereon, nor shall anything contained in this paragraph be deemed to authorize any future widening of the highway embankment in the direction of the railroad facilities without the consent of the Railroads.

(b) Construction of the highway shall not be commenced upon the property colored blue on location map until all work described in Section 4 of this agreement (including, but not limited to, transfer of railroad operations to new facilities and dismantling and removal of present railroad facilities, except tunnels and appurtenances) has been fully completed; and until then the State shall not enter upon or be entitled to the possession of all or any part of said property (except for use of the aforesaid crossing) and shall not at any time or in any way endanger, interfere with, interrupt or delay railroad operation or maintenance thereon. Nothing in this paragraph shall prevent the State from performing grading and work incidental thereto within the property colored blue on location map, provided said work shall be so conducted as not to endanger, interfere with, interrupt or delay railroad operation or maintenance.

(c) No public highway grade crossing shall be established upon or across the tracks or right of way of the Railroads by either party.

(d) The State, without expense to the Railroads, shall acquire all such property outside of the property colored blue, yellow or brown on location map as may be necessary for the construction and maintenance of the highway and appurtenances thereof.

Section 6. MAINTENANCE.

(a) The State at its own expense will at all times keep and maintain the highway and all appurtenances in good condition and repair so as not to jeopardize or interfere with railroad operations.

(b) Except as herein provided, the Railroads at their own expense will maintain the new and relocated railroad facilities to be constructed by the State at its own expense and by the Railroads at the expense of the State, as provided in Section 4 of this agreement. It is understood and agreed that during a period of five (5) years following the completion of said new and relocated facilities, the expense of maintaining the same will be greater than normal because of settlement and subsidence. Therefore the State agrees that during and for said period the State will pay to the Railroads the expense of maintaining said new and relocated facilities in so far as said expense exceeds the normal maintenance expense heretofore experienced by the Railroads with respect to their present railroad facilities between Railroad Engineer's Stations 1808 plus 96.5 and 1877 plus 42.9.

Section 7. OTHER WORK TO BE DONE BY RAILROADS.

(a) Besides other work to be done by the Railroads at the expense of the State as herein elsewhere provided, the Railroads may make any and all changes, alterations or relocations, either temporary or permanent, which in their judgment may become necessary because of construction and maintenance by the State of the highway and appurtenances thereof, or because of any other work to be performed by the State as provided in this agreement, and the State will reimburse the Railroads for the expense of so doing. Such reimbursement shall include, but shall not be limited to, all items of expense reimbursable under United States Public Roads Administration General Administrative Memorandum No. 299, and amendments and supplements thereto, and bills for such reimbursement shall be paid at the times and in the manner provided therein.

(b) During the progress of the work contemplated by this agreement, the Railroads, at the expense of the State, shall furnish such engineering, inspection, watchman and flagman service as may in the judgment of the Railroads be necessary for protection of their property and operations during the progress of such work, and the State will reimburse the Railroads therefor.

(c) In the event any inspector or inspectors are assigned to the project by the Railroads, all suggestions and recommendations made by such inspector or inspectors for the safety and protection of railroad property and operations shall be given due consideration by the State; but the presence of such inspector or inspectors shall not relieve the State from responsibility for the safe conduct of said work and adequate policing and supervision thereof.

Section 8. PRESENT AND FUTURE FACILITIES.

(a) Said highway and appurtenances shall be so constructed and maintained as not to prevent or interfere with future development of the Railroads' facilities as shown by the location map; and in making any future alterations or improvements of said highway and appurtenances the State shall and will take cognizance of plans for future development of the Railroads' facilities and of the necessities of the Railroads therefor, and make such alterations and improvements accordingly without expense to the Railroads, their successors, assigns or lessees.

(b) The State hereby grants the Railroads, their successors, assigns and lessees, a perpetual easement to use and occupy for any and all railroad purposes or purposes incidental thereto, any and all public lands of the State of Oregon, if any (including any and all shore lands of the Columbia River, if any) located between the West line of Section 33, Township 3 North, Range 12 East, and the East line of Section 11, Township 2 North, Range12 East, Willamette Meridian, in Wasco County, Oregon, that lie within the boundaries of the right of way and other property now owned by the Railroads, including such property and right of way as shown by current right-of-way and other property maps of the Railroads except the portion thereof colored blue on the location map. Nothing herein contained shall be construed as an admission by the Railroads or either of them that the State of Oregon or the State Highway Commission of Oregon has any right, title, estate or interest in or to any of the property or right of way now owned by the Railroads indicated as aforesaid, or any part thereof, nor that said right of way or other property, or any part thereof, now owned by the Railroads constitutes public lands or shore lands. This paragraph is intended and shall operate as a present grant of the easements herein referred to, but nevertheless the State shall, as and when requested by the Railroads so to do, make, execute, acknowledge and deliver to the Railroads such other and further instruments in writing as the Railroads may require for the better description and identification of the properties upon which the easements referred to in this paragraph are granted.

(c) In order to accommodate the Railroads' general plan for future development, approximately indicated on location map as "Proposed R.R.Revision", and construction of future tracks variously indicated on said map, and/or maintenance, improvement or enlargement of railroad facilities, the State hereby covenants and agrees, subject to the terms, provisions and conditions in this paragraph contained, to grant to the Railroads, their successors, assigns and lessees, promptly upon request therefor, perpetual easements to use and occupy for any and all railroad purposes, any and all land now owned or hereafter acquired by the State Highway Commission of Oregon south of the Railroads' right of way as now located or hereafter acquired between the points mentioned in paragraph (b) of this section, (excepting the land colored green on the location map, which is to be conveyed to the Railroads in fee), together with easement for the Railroads, their successors and assigns and lessees, to construct and maintain slopes, fills and embankments. This agreement and undertaking on the part of the State shall be and is subject to the following terms, provisions and conditions:

> First. Said easements shall be granted by written instruments in form and substance satisfactory to the Railroads, duly executed, acknowledged and delivered by the State and shall be such as to vest in the Railroads, their successors, assigns and lessees, in respect to the lands described therein, the right to use same for the purposes hereinbefore in this paragraph stated.
>
> Second. Said easements shall be executed in consideration of the benefits inuring to the State under this agreement and without cost, expense or charge to the Railroads, their successors, assigns or lessees, excepting that if the Railroads elect to acquire from the State under this paragraph easements on any property of the State outside of areas actually occupied by said highway or slopes or embankments thereof, then the Railroads as to such property outside of highway, slope and/or embankment areas, will upon conveyance of such easements pay to the State Highway Commission the actual cost to the latter without interest, of acquiring such property outside of said highway, slope and/or embankment areas; but the obligation to make such payments shall not apply to or include any lands now owned or hereafter acquired by the State Highway Commission of Oregon from the State of Oregon.

(d) Nothing contained in this section shall in any way abrogate, modify or lessen the obligations of the State to convey land to Oregon-Washington Railroad & Navigation Company as herein elsewhere provided.

Section 9. SAFETY MEASURES. All work of the State contemplated by this agreement (whether within or outside of railroad property) shall be performed and accomplished without interruption to or delay of operations of the Railroads or any other party or parties lawfully occupying railroad property, and without interruption to or delay of continuous railroad traffic. It is understood and recognized that safety and continuity of railroad operations and communications are of the utmost importance, and in order that same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the State (whether within or outside of railroad property) that:

(a) Neither the State nor its contractors or subcontractors shall do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay the maintenance or operation of the Railroads' tracks or facilities or any communication lines or appurtenances or any thereof.

(b) The State, at its own expense, shall adequately police and supervise all work to be performed by it or its contractors and subcontractors; shall regulate the conduct thereof in such manner that the prosecution thereof will not endanger, interfere with, hinder or delay the operation of the Railroads or other parties lawfully occupying railroad property, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroads or such other parties may be responsible, or to property of the Railroads or such other parties.

(c) If at any time the Railroads and the Chief Engineer of the Oregon State Highway Commission, or the Railroads' representative and said Chief Engineer's representative, shall be of the opinion that any work contemplated by this agreement is being or is about to be done or prosecuted without due regard and precaution for safety and security, the State shall cause such work to be suspended until suitable, adequate and proper protective measures are adopted and provided.

(d) The State shall not suffer or permit debris incidental to the work to be performed by the State or its contractors or subcontractors to foul the drainage ditches, ballast or roadbed of the Railroads, and if such debris is cast thereon, the State shall immediately remove same at its own expense.

(e) If the State or its contractors or subcontractors use any explosives in the vicinity of railroad property or operations, the said explosives shall be discharged only after the giving of adequate notice to the Railroads and at such times as will not endanger railroad property and operations. Without limiting the foregoing, it is agreed that the State, its contractors or subcontractors, shall not discharge any explosives in the vicinity of the railroad tracks at any time when in the judgment of the Railroads such discharge would be dangerous or would interfere with railroad operation; and with respect to any blasting in the vicinity of the railroad tracks the State, at its own expense, shall take all measures and precautions necessary to guard and protect railroad and communication facilities against danger of damage, destruction or interference.

10

(f) The State, its contractors or subcontractors, shall not store any explosives or combustible material upon or about the premises of the Railroads, nor erect any structure thereon (except as herein otherwise provided), nor cause or permit the view along the tracks of the Railroads to be obstructed.

(g) If the State, its contractors or subcontractors, shall find it necessary to excavate from existing slopes adjacent to the tracks of the Railroads or to create new slopes in the performance of any work contemplated hereby, the State, its contractors or subcontractors, shall so excavate from existing slopes and construct new slopes that the pitch of same shall not be excessive, nor create undue hazards of slides or falling rock, nor impair or endanger the clearance between said existing or new slopes and the tracks of the Railroads.

(h) The State, its contractors or subcontractors, shall not cast any earth, rock, debris or other material or thing upon the property of the Railroads. The right of the Railroads to protect their tracks, property and facilities against slides of earth, rock or other material or resulting from the presence of the highway in the location aforesaid, and to remove such earth, rock or other material at the expense of the State, is hereby recognized. In such event the State, at its own expense, will take all action necessary to protect and preserve its highway from slides and shall not hold the Railroads responsible therefor. The handling and disposal of snow and ice shall be subject to and controlled by the agreement between the Railroads and the State dated March 26, 1937, and any amendments thereof and supplements thereto.

(i) The State, at its own expense, shall provide suitable facilities for draining said highway and shall not suffer or permit drainage water from the same to flow or collect upon property of the Railroads. The State, at its own expense, shall and will provide adequate passageway for the waters of any stream upon or across the property of the Railroads, so that said waters may not be impeded or obstructed or caused to back up and overflow the property of the Railroads or any part thereof.

(j) Before commencing any work of construction or maintenance contemplated by this agreement, the State or those acting under its authority shall give reasonable notice of the time when such work shall commence, to the Superintendent of the Railroads, and shall cooperate with the Railroads in every reasonable way for the adequate protection of railroad facilities and operations during the progress of the work.

Section 10. INDEMNITY.

(a) So far as it lawfully may do so, the State shall protect, indemnify and save and hold harmless the Railroads and any other corporation, person or firm lawfully occupying their property, and each of them, from and against any and all loss, cost, damage, expense and liability by reason of injury to or death of persons whomsoever (including officers, agents, servants, employees and passengers of the Railroads and of such other occupants or any of them) or damage to or destruction of property whatsoever (including property of or in the custody of the Railroads and such other occupants or any of them), directly or indirectly caused by or in any manner resulting from any act or omission of the State or of its contractors, subcontractors, agents, servants or employees in the performance of any work contemplated by this agreement.

(b) If the State or its contractors, subcontractors, agents, servants or employees, shall in the performance of any work contemplated by this agreement, injure, damage or destroy any property of the Railroads or of any other corporation, person or firm lawfully occupying property of the Railroads, the State shall restore or replace such damage at its own cost and expense.

Section 11. INSURANCE.

(a) In the event the State performs all or any part of the work to be performed by it under this agreement through a contractor or contractors, the State shall require such contractor or contractors, before beginning work, to furnish for and in behalf of and in favor of the Railroads and any other corporation, person or firm lawfully occupying their property, suitable and satisfactory Public Liability and Property Damage Insurance; said Public Liability Insurance providing for a limit of not less than Two Hundred Thousand Dollars ($200,000) for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of Four Hundred Thousand Dollars ($400,000) for all damages arising out of bodily injuries to or death of more than one person in any one accident, and said Property Damage Insurance shall provide for a limit of not less than Two Hundred Thousand Dollars ($200,000) for all damages arising out of injury to or destruction of property in any one accident, and, subject to that limit, a total (or aggregate) limit of Four Hundred Thousand Dollars ($400,000) for all damages arising out of injury to or destruction of property during the period of work. The terms "person" or "persons" as herein used shall include employees and passengers of the Railroads and of any other corporation, person or firm lawfully using their property. The term "property" as herein used shall include as well as other property, property of and property in the custody of the Railroads and of any other corporation, person or firm lawfully using their property.

(b) Each such insurance policy shall be issued by a reliable insurance company authorized to do business in the State of Oregon and satisfactory tothe Railroads, and each such policy shall be in form and substance satisfactory to the Railroads. Said policy or policies shall be delivered to and remain in the possession of the Railroads.

(e) With respect to the work to be performed by the Railroads as herein elsewhere provided, the Railroads shall have the right to obtain, at the expense of the State, insurance protection similar to that provided for in Federal Works Program General Memorandum No. 32 dated January 27, 1937.

Section 12. DISTURBANCE OF STABILITY. As a material consideration of this agreement, the State agrees that it will not do or cause to be done in the performance of any work contemplated hereby, anything which will or may disturb the stability of any area so as to affect adversely the present or relocated tracks or facilities of the Railroads, and that if such stability shall be disturbed through the activity of the State or its contractors or others acting under its authority, the State shall assume full responsibility therefor and all expense resulting therefrom, and shall indemnify and hold harmless the Railroads and any other corporation, person or firm lawfully occupying their property, from and against any and all loss, cost, damage, expense and liability resulting therefrom.

Section 13. GOVERNMENT REQUIREMENTS. If, after relocation of the railroad facilities as provided in this agreement, the United States shall require removal, relocation or alteration of said facilities pursuant to any permit issued by the United States or otherwise, the State will assume, bear and pay the entire expense thereof and will reimburse the Railroads for all expense incurred by them because thereof.

Section 14. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first herein stated.

OREGON-WASHINGTON RAILROAD &
NAVIGATION COMPANY,
UNION PACIFIC RAILROAD COMPANY

By ____________________
President

Attest:
L J Bachman
Assistant Secretary

RECOMMENDED FOR APPROVAL:

____
STATE HIGHWAY ENGINEER

APPROVED AS TO FORM
AND LEGALITY
C W Enfield
Chief Counsel

STATE OF OREGON, acting by and through
its State Highway Commission

By ____________________
Chairman

____
Commissioner

____
Commissioner

As the State Highway Commission
of Oregon

Attest:
____
Secretary

EXHIBIT A

Parcel 1-N

A strip of land 50 feet in width, situate in Lot 1, Section 11, Township 2 North, Range 12 East of the Willamette Meridian in Wasco County, Oregon, being all that part of the right-of-way of the Oregon-Washington Railroad & Navigation Company, leased to the Union Pacific Railroad Company, in said Lot 1, that lies southwesterly of a line drawn parallel with and 50 feet distant southwesterly, measured radially, from the centerline of the main track of said Railroad as now constructed and operated, said strip of land is bounded on the north by the north line of said Section 11 and on the east by the east line of said Lot 1, said east line of Lot 1 being the west line of the George R. Snipes DLC No. 37.

Parcel 1-S

A strip of land 10 feet in width, situate in Lot 1, Section 34, Township 3 North, Range 12 East of the Willamette Meridian in Wasco County, Oregon, being all that part of the right-of-way of the Oregon-Washington Railroad & Navigation Company, leased to the Union Pacific Railroad Company, that lies between lines that are parallel with and 39 feet and 49 feet respectively, distant northerly, measured radially, from the hereinafter described center line of Relocated Columbia River Highway, as now surveyed and staked out over and across said Lot 1 and adjoining lands, said strip extending easterly from a line drawn radially from the center line of said Relocated Highway at Highway Engineer's Station 1789+10, to a line drawn radially to the center line of said Relocated Highway at Engineer's station 1795+00;

Parcel 2-S

A strip of land 10 feet in width, situate in Lot 1, Section 34, Township 3 North, Range 12 and in Lots 1, 2, 3 and 4, Section 3, Township 2 North, Range 12, all east of the Willamette Meridian, Wasco County, Oregon, being all that part of the right-of-way of the Oregon-Washington Railroad & Navigation Company, leased to the Union Pacific Railroad Company, that lies between lines that are parallel with and 39 feet and 49 feet, respectively, distant northeasterly measured radially and/or at right angles, from the hereinafter described center line of Relocated Columbia River Highway, as now surveyed and staked out over and across said Lot 1, Section 34 and said Lots 1, 2, 3 and 4, Section 3 and adjoining lands, said strip extending southeasterly from a line

Parcel 2-S (Cont'd.)

drawn radially from the center line of said Relocated Highway at Highway Engineer's Station 1801+40, to the East and West quarter Section line of said Section 3, at approximately Highway Engineer's Station 1837+60:

The center line of said Relocated Columbia River Highway, hereinbefore referred to being described as follows:

Beginning at Highway Engineer's Station 1777+69.02 P.S.C. which is a point on the Relocated Columbia River Highway that is 709.49 feet North and 196.24 feet East of Southwest Corner of said Section 34;

thence on a 3° curve to the right a distance of 431.67 feet, the chord of which bears S. 89°01'30" E. 430.75 feet, to a point at Highway Engineer's Station 1782+00.69 P.C.S.;

thence on a spiral curve to the right a distance of 600 feet, the chord of which bears S. 76°33' E. 599.35 feet, to a point at Highway Engineer's Station 1788+00.69 P.T.;

thence S. 73°33' E., tangent to the last described spiral, a distance of 101.98 feet, to a point at Highway Engineer's Station 1789+02.67 P.S.;

thence on a spiral curve to the right a distance of 500 feet, the chord of which bears S. 71°28' E. 499.74 feet, to a point at Highway Engineer's Station 1794+02.67 P.S.C.;

thence on a 2°30' curve right a distance of 874.33 feet, the chord of which bears S. 56°22'15" E. 869.04 feet, to a point at Highway Engineer's Station 1802+77.00 P.C.S.;

thence on a spiral curve to the right a distance of 500 feet, the chord of which bears S. 41°16'30" E. 499.74 feet, to a point at Highway Engineer's Station 1807+77.00 P.T.;

thence S. 39°11'30" E. tangent to the last described spiral a distance of 67.82 feet to a point at Highway Engineer's Station 1808+44.82 P.S.;

thence on a spiral curve to the right a distance of 400 feet, the chord of which bears S. 38°39'30" E. 399.99 feet, to a point at Highway Engineer's Station 1812+44.82 P.S.C.;

thence on a 0°48' curve to the right a distance of 246.53 feet, the chord of which bears S. 36°36'20" E. 246.52 feet, to a point at Highway Engineer's Station 1814+91.35 P.C.S.;

Parcel 2-S (Cont'd.)

~~[illegible]~~

thence on a spiral curve to the right a distance of 400 feet, the chord of which bears S. 34°33'10" E. 399.99 feet, to a point at Highway Engineer's Station 1818+91.35 P.T.;

thence S. 34°01'10" E., tangent to the last described spiral, a distance of 137.31 feet to a point at Highway Engineer's Station 1820+28.66 P.S.;

thence on a spiral curve to the left a distance of 400 feet, the chord of which bears S. 34°41'10" E. 399.98 feet, to a point at Highway Engineer's Station 1824+28.66 P.S.C.;

thence on a 1° curve left a distance of 1354.72 feet, the chord of which bears S. 42°47'35" E. 1351.57 feet, to a point at Highway Engineer's Station 1837+83.38 P.C.S.;

thence on a spiral curve to the left a distance of 400 feet, the chord of which bears S. 50°54' E. 399.98 feet, to a point at Highway Engineer's Station 1841+83.38 P.T. Bk = 1841+82.42 P.O.T. Ah. from which the southeast corner of said Section 3 is South 2343.67 feet and east 200.42 feet.

Parcel 3-S

A strip of land 25 feet wide situate in the SW¼ of SW¼ Section 2, Township 2 North, Range 12 East of the Willamette Meridian in Wasco County, Oregon, being all that part of the right-of-way of the Oregon-Washington Railroad & Navigation Company, leased to the Union Pacific Railroad Company, that lies westerly of a line drawn parallel with and 50 feet westerly, measured at right angles, from the center line of main track of said Railroad as now constructed and operated, said strip extending southerly from a line drawn at right angles to said center line of main track at Railroad Survey Station 1898+00 which is a point thereon that is 1171.5 feet distant northerly from the south line of said Section 2, measured along said center line of main track to a line drawn at right angles to said center line of main track at Railroad Survey Station 1901+00.

[illegible]

1-52-100M

Form 130A

State of Oregon
State Highway Commission
Salem, Oregon
c/o Mr. J. G. Kimmell - Albina

BILL NO. 675033

MONTH'S ACCOUNT July 1954

JF DEPT. NO. 6005

DATE MADE ____ 19__

To UNION PACIFIC RAILROAD COMPANY, Dr.

Make checks payable to Union Pacific Railroad Company, and address all remittances to the Assistant Treasurer, Omaha 2, Nebr.

FOR Cost of new additional property, and removal, shifting & rearrangement of existing facilities in connection with line change between Mosier and Rowena MP 73.68 to 74.96 Wasco County, Oregon. Contract Audit No. 78701 dated August 21, 1952.

WO 7066-2 O.W.

Detail Attached — $113508 | 6

The records supporting the charges in this bill are located in the office of the Auditor of Disbursements, Omaha, Nebraska.

Audit completed 6-27-57.
Omaha, Nebr.
No exceptions.
H.O. Kufenacht

See sheet 19-A for for inventory of main line material.

This bill is prepared in accordance with U.P. Disbursements Bulletin No. 24-3 dated 11-8-49.

For further information, address Auditor of General and Station Accounts, U. P. R. R. Co., Omaha 2, Nebraska

UNION PACIFIC RAILROAD COMPANY

Cost of new additional property and removal, shifting and rearrangements of existing facilities in connection with line change M.P. 73.68 to 74.96 between Mosier and Rowana, Oregon. Contract Audit No. 78701 dated August 21, 1952, W.O. 7066-2 OW.

Labor Charges:	
Engr. Chgs.	
May 1953, 1 day	
L. H. Boyd, Asst. Engr. @ 459.00 mo.	21.85
E. F. Hamlin, Rodman @ 323.20 mo.	15.39
Alfred Swadbery, " @ 323.20 mo.	15.39
Dec. 1953, 1 day	
L. H. Boyd, Asst. Engr. @ 459.00 mo.	20.86
E. F. Hamlin, Rodman @ 323.20 mo.	14.69
N. J. White, " @ 323.20 mo.	14.69
10% Supervision on 102.87	10.29
3% Vacation on 102.87	3.09
6% RRR & UI Tax 1953 on 102.87 plus 3.09	6.36
May 1953, PR 712-2 Signal (26 day mo.)	
Move signal lines to permanent location	
8 hrs. @ 440.81	16.95
48 hrs. @ 2.003	96.14
16 hrs. @ 1.787	28.59
8 hrs. @ 1.763	14.10
8 hrs. @ 1.715	13.72
16 hrs. @ 1.691	27.06
June 1953, PR 712-2 Signal 782 (26 day mo.)	
Digging holes and setting poles on new fill	
36 hrs. @ 440.81	76.29
160 hrs. @ 2.003	320.48
48 hrs. @ 1.787	85.77
20 hrs. @ 1.715	34.30
84 hrs. @ 1.691	142.04
PR 712-1 Signal 782	
72 hrs. @ 440.81	152.59
336 hrs. @ 2.003	673.01
72 hrs. @ 1.787	128.66
40 hrs. @ 1.763	70.52
8 hrs. @ 1.715	13.72
112 hrs. @ 1.691	189.39
PR 712-2 Signal Clerk (30 day mo.)	
Construct line change	
16 hrs. @ 479.68	31.98
PR 712-1 Signal Clerk	
Line change a/c hiway const.	
48 hrs. @ 486.97	97.39

July 1953, PR 713-2 Extra Gang 746

Install temporary turnout	
8 hrs. @ 1.90135	15.21
3 hrs. @ 3.10	9.30
8 hrs. @ 1.5926625	12.74
3 hrs. @ 2.60	7.80
8 hrs. @ 1.715	13.72
8 hrs. @ 1.631	13.05
3 hrs. @ 2.445	7.34
8 hrs. @ 1.547	12.37
8 hrs. @ 1.499	11.99
144 hrs. @ 1.499	215.85
12 hrs. @ 2.25	27.00
PR 713-2 Extra Gang #748 (23 day mo.)	
Distribute material	
16 hrs. @ 349.85	30.42
16 hrs. @ 308.05	26.79
16 hrs. @ 1.715	27.44
576 hrs. @ 1.499	863.42
8 hrs. @ 2.25	18.00
Lay Track	
32 hrs. @ 349.85	60.84
32 hrs. @ 308.05	53.57
32 hrs. @ 1.715	54.88
1120 hrs. @ 1.499	1,678.88
PR 713-1 Extra Gang 746	
Distribute, line & space track ties	
8 hrs. @ 1.90135	15.21
8 hrs. @ 1.5926625	12.74
4 hrs. @ 2.60	10.40
8 hrs. @ 1.715	13.72
8 hrs. @ 1.631	13.05
8 hrs. @ 1.547	12.37
8 hrs. @ 1.499	11.99
160 hrs. @ 1.499	239.84
PR 712-1 Signal	
Traveling with outfit cars, moving to Rowena Line Change	
5 hrs. @ 2.003	10.01
Install new pole line a/c line change	
24 hrs. @ 440.81 (27 day mo.)	48.98
168 hrs. @ 2.003	336.50
24 hrs. @ 1.787	42.89
48 hrs. @ 1.691	81.17
PR 712-2 Signal	
Rearrange signals & pole lines	
64 hrs. @ 440.81	130.61
376 hrs. @ 2.003	753.13
56 hrs. @ 1.787	100.07
152 hrs. @ 1.691	257.03

Bmh

PR 713-2 Extra Gang 746	
Laying rail	
8 hrs. @ 1.90135	15.21
8 hrs. @ 1.5926625	12.74
8 hrs. @ 1.715	13.72
8 hrs. @ 1.631	13.05
8 hrs. @ 1.547	12.37
8 hrs. @ 1.499	11.99
136 hrs. @ 1.499	203.86
Distribute material	
56 hrs. @ 1.90135	106.47
3 hrs. @ 3.10	9.30
56 hrs. @ 1.5926625	89.19
56 hrs. @ 1.715	96.04
56 hrs. @ 1.631	91.34
56 hrs. @ 1.547	86.63
56 hrs. @ 1.499	83.94
16 hrs. @ 2.25	36.00
1000 hrs. @ 1.499	1,499.00
PR 713-1 Extra Gang 748	
Distribute material	
8 hrs. @ 349.85	15.21
8 hrs. @ 308.05	13.39
8 hrs. @ 1.715	13.72
288 hrs. @ 1.499	431.71
Other Gang - PR 713-2 Crane 0287	
Handle Co. material - line change	
40 hrs. @ 1.991	79.64
40 hrs. @ 1.655	66.20
PR 713-1 Crane 0287	
Move crane Wyeth to Mesier	
8 hrs. @ 1.991	15.93
8 hrs. @ 1.655	13.24
Unload ties and switch mat'l. at Rowens	
8 hrs. @ 1.991	15.93
8 hrs. @ 1.655	13.24
August 1953, PR 712-2 Signal (26 day mo.)	
Install signal fdn., UG cable and wiring of signals, bonding rail and transfer line wires	
40 hrs. @ 440.81 mo.	84.77
320 hrs. @ 2.003	640.96
32 hrs. @ 1.787	57.18
184 hrs. @ 1.691	311.14
24 hrs. @ 1.715	41.16
Cutting in service and testing new signals and track circuits	
8 hrs. @ 440.81	16.95
64 hrs. @ 2.003	128.19
8 hrs. @ 1.787	14.30
40 hrs. @ 1.691	67.64
8 hrs. @ 1.715	13.72
12 hrs. @ 3.0045	36.05
1½ hrs. @ 2.6805	4.02
7½ hrs. @ 2.5365	19.02
1½ hrs. @ 2.5725	3.86

Retire rock protection fence	
24 hrs. @ 440.81	50.86
128 hrs. @ 2.003	256.38
16 hrs. @ 1.787	28.59
80 hrs. @ 1.691	135.28
16 hrs. @ 1.715	27.44
PR 712-1 Signal	
Rearrange pole line and install signals	
64 hrs. @ 440.81	135.63
368 hrs. @ 2.003	737.10
192 hrs. @ 1.691	324.67
PR - Traxcavator BD 24	
Load BD 24 for shipment to Mosier	
8 hrs. @ 1.919	15.35
Build up set off and sub grade	
24 hrs. @ 1.919	46.06
Line over track	
16 hrs. @ 1.919	30.71
PR 713-2 Loco Crane 0287	
Handling track material	
16 hrs. @ 1.991	31.85
16 hrs. @ 1.655	26.48
Unloading gravel M.P. 74	
8 hrs. @ 1.991	15.93
8 hrs. @ 1.655	13.24
Picking up old material	
8 hrs. @ 1.991	15.93
8 hrs. @ 1.655	13.24
PR 713-1 Loco Crane 0287	
Handling track material	
56 hrs. @ 1.991	111.49
1 hr. @ 2.985	2.98
56 hrs. @ 1.655	92.68
1 hr. @ 2.485	2.49
PR 713-2 Extra Gang 746	
First and second raise (ballast)	
40 hrs. @ 2.0824375	83.29
40 hrs. @ 1.7443375	69.77
3 hrs. @ 2.60	7.80
32 hrs. @ 1.715	54.88
32 hrs. @ 1.631	52.19
32 hrs. @ 1.547	49.50
40 hrs. @ 1.499	59.96
12 hrs. @ 2.25	27.00
1376 hrs. @ 1.499	2062.62
Shift old main track	
8 hrs. @ 2.0824375	16.65
1 hr. @ 3.10	3.10
8 hrs. @ 1.7443375	13.95
1 hr. @ 2.60	2.60
8 hrs. @ 1.631	13.05
1 hr. @ 2.445	2.44
8 hrs. @ 1.547	12.37
1 hr. @ 2.32	2.32
8 hrs. @ 1.499	11.99
296 hrs. @ 1.499	443.70
37 hrs. @ 2.25	83.25

Spotting and lining track		
40 hrs.	@ 2.0824375	83.29
40 hrs.	@ 1.7443375	69.77
4 hrs.	@ 2.60	10.40
32 hrs.	@ 1.715	54.88
32 hrs.	@ 1.631	52.19
40 hrs.	@ 1.547	61.88
40 hrs.	@ 1.499	59.96
8 hrs.	@ 2.25	18.00
1424 hrs.	@ 1.499	2,134.57
PR 713 Extra Gang 748		
Build Track		
72 hrs.	@ 349.85	149.94
72 hrs.	@ 308.05	132.02
72 hrs.	@ 1.715	123.48
2408 hrs.	@ 1.499	3,609.59
47 hrs.	@ 2.25	105.75
1 hr.	@ 3.10	3.10
1 hr.	@ 2.73	2.73
1 hr.	@ 2.575	2.58
Release old track		
16 hrs.	@ 349.85	33.32
16 hrs.	@ 308.05	29.34
16 hrs.	@ 1.715	27.44
556 hrs.	@ 1.499	833.44
8 hrs.	@ 2.25	18.00
2 hrs.	@ 2.73	5.46
PR 713-1 Extra Gang 746		
Distribute material		
16 hrs.	@ 2.0824	33.31
16 hrs.	@ 1.74433	27.90
3 hrs.	@ 2.60	7.80
16 hrs.	@ 1.715	27.44
16 hrs.	@ 1.631	26.09
16 hrs.	@ 1.547	24.75
16 hrs.	@ 1.499	23.98
8 hrs.	@ 2.25	18.00
288 hrs.	@ 1.499	431.71
Laying rail		
40 hrs.	@ 2.0824375	83.29
40 hrs.	@ 1.7443375	69.77
40 hrs.	@ 1.715	68.60
40 hrs.	@ 1.631	65.24
40 hrs.	@ 1.547	61.88
40 hrs.	@ 1.499	59.96
8 hrs.	@ 2.25	18.00
824 hrs.	@ 1.499	1,235.17
1st and 2nd raise (ballast)		
16 hrs.	@ 2.0824375	33.32
3 hrs.	@ 3.10	9.30
16 hrs.	@ 1.7443375	27.91
7 hrs.	@ 2.60	18.20
16 hrs.	@ 1.715	27.44
16 hrs.	@ 1.631	26.10
16 hrs.	@ 1.547	24.75
16 hrs.	@ 1.499	23.98

1st and 2nd raise (ballast) (Cont'd)	
4 hrs. @ 2.25	9.00
608 hrs. @ 1.499	911.39
PR Extra Gang 748	
Lay Track	
64 hrs. @ 349.85	133.28
3 hrs. @ 3.10	9.30
64 hrs. @ 308.05	117.35
5 hrs. @ 2.73	13.65
64 hrs. @ 1.715	109.76
1616 hrs. @ 1.499	2,422.38
15 hrs. @ 2.25	33.75
Sept. 1953, Loco Crane 0287, 2nd Half	
Handling rail from tunnel	
8 hrs. @ 1.991	15.92
2 hrs. @ 2.985	5.97
8 hrs. @ 1.655	13.24
2 hrs. @ 2.485	4.97
1st Half	
Picking up track material	
32 hrs. @ 1.991	63.71
32 hrs. @ 1.655	52.96
Pulling and loading poles	
8 hrs. @ 1.991	15.93
½ hr. @ 2.985	1.49
8 hrs. @ 1.655	13.24
½ hr. @ 2.485	1.24
Traxcavator BD 24 - 1st Half	
Picking up scrap material	
16 hrs. @ 1.919	30.70
PR Extra Gang 748, 2nd Half	
Spotting and lining Track	
8 hrs. @ 2.0824375	16.66
8 hrs. @ 1.7443375	13.96
8 hrs. @ 1.715	13.72
8 hrs. @ 1.631	13.06
8 hrs. @ 1.547	12.37
8 hrs. @ 1.499	11.99
200 hrs. @ 1.499	299.80
1st Half	
Spotting and lining Track	
56 hrs. @ 2.0824375	116.62
3 hrs. @ 3.10	9.30
40 hrs. @ 1.7443375	69.78
4 hrs. @ 2.60	10.40
56 hrs. @ 1.715	96.04
48 hrs. @ 1.631	78.29
56 hrs. @ 1.547	86.63
56 hrs. @ 1.499	83.94
12 hrs. @ 2.25	27.00
1644 hrs. @ 1.499	2,464.36
9 hrs. @ 2.25	20.25

P^R Extra Gang 746, 1st Half	
Release old track, load material	
32 hrs. @ 349.85 (21 day mo.)	66.64
32 hrs. @ 308.05	58.68
1096 hrs. @ 1.499	1,642.90
12 hrs. @ 2.25	27.00
Retire old main track	
24 hrs. @ 2.0824375	49.98
3 hrs. @ 3.10	9.30
24 hrs. @ 1.715	41.16
24 hrs. @ 1.631	39.14
24 hrs. @ 1.547	37.13
24 hrs. @ 1.499	35.98
8 hrs. @ 2.25	18.00
768 hrs. @ 1.499	1,151.23
PR 712-1 Signal	
Retire rock protection fence and rock fence circuits	
72 hrs. @ 440.81 (26 day mo.)	152.59
440 hrs. @ 2.003	881.32
56 hrs. @ 1.787	100.07
56 hrs. @ 1.715	96.04
192 hrs. @ 1.691	324.67
PR 701-2 Supt. TEA	
Line change	
2 days @ 19.05636	38.11
PR 27 - Telegraph	
Move pole line a/c hiway project from MP 69.9 to 76.5	
50 hrs. @ 2.897	144.85
64 hrs. @ 2.021	129.34
8 hrs. @ 2.897	23.18
376 hrs. @ 1.931 Safety meeting 6½ hrs.	726.06
224 hrs. @ 1.691 " " 5½ "	378.78
5 days @ 446.13 mo. (30 day mo.)	74.36
40 hrs. @ 2.021	80.84
5 hrs. @ 2.897	14.49
196 hrs. @ 1.931 Safety meeting 2 hrs.	378.48
168 hrs. @ 1.691	284.09
October 1953, P^R Extra Gang 746, 1st Half	
Spotting and lining track	
8 hrs. @ 2.016625	16.13
8 hrs. @ 1.693875	13.55
8 hrs. @ 1.745	13.96
8 hrs. @ 1.661	13.29
8 hrs. @ 1.577	12.61
8 hrs. @ 1.529	12.23
160 hrs. @ 1.529	244.64
PR 701-2 Supt. TEA	
Line change	
2 days @ 19.6718	39.34

Nov. 1953 PR 712-2 Signal		
Install pole line so as to remove temporary cable account highway removal of Tunnel #3		
56 hrs. @ 447.07 (25 day mo.)	125.18	
120 hrs. @ 2.033	243.96	
40 hrs. @ 1.721	68.84	
Dec. 1953, PR 712 Signal		
Install pole line		
56 hrs. @ 447.07 (27 day mo.)	115.91	
136 hrs. @ 2.033	276.49	
48 hrs. @ 1.721	82.61	
Work Train Service		
Labor - May 1953		
TE 405	147.35	
Work Train Service		
Labor - July 1953		
TE 605	1,387.75	
Work Train Service		
Labor - August 1953		
TE 705	1,485.77	
Work Train Service		
Labor - September 1953		
TE 805	523.95	
Work Train Service		
Labor - January 1953		
TE 5	10.09	
10% Supervision on 46,504.33	4,650.43	
ok 3% Vacation on 46,504.33	1,395.13	
6% RRR & UI Tax Pd. on 46,504.33 plus 1,395.13	2,873.97	$55,546.47

Personal Expenses		
June 1953		
Vou. 330156 - G. S. Swanson	38.05	
August 1953		
Vou. 354026 - J. E. Queirola BD 24 operator	31.35	
September 1953		
Vou. 380917 Frank Irwin	12.60	
October 1953		
Vou. 370312 Frank Irwin	6.85	
November 1953		
Vou. 401697 - A. B. Wilkinson	26.60	
Vou. 402199 - M. H. Allen	25.40	
Vou. 402191 - S. E. Newman	27.75	
Vou. 402361 - C. L. Leslie	16.33	
December 1953		
Vou. 387680 - M. H. Allen	40.45	
Vou. 387678 - C. L. Leslie	21.00	
Vou. 387656 - P. E. Pepper	39.00	
Vou. 390682 - A. B. Wilkinson	26.75	
Vou. 390684 - S. E. Newman	29.75	
Expense allowance (teleg.clerk with work train)		
July 1953		
Vou. 358105 - J. J. Bowen	22.00	
August 1953		
Vou. 359712 - J. J. Bowen	22.00	
September 1953		
Vou. 375517 - J. J. Bowen	7.00	
Engr. Party Personal Expenses		
May 1953		
Vou. 327385 - L. H. Boyd	2.25	
Vou. 333009 - Hamlin	2.25	
Vou. 333395 - Swadberg	2.35	
December 1953		
Vou. 393638 - Boyd	7.60	
Vou. 393646 - Hamlin	8.65	
Vou. 393736 - White	7.80	$ 423.78
Material Charges:		
July 1953 - F 502-1 #1420 Permanent		
6 autogap 3 KV vertical lightning arrester, Hubbard & Co. #2330 with #2337 mounting bracket @ 7.34	44.04	
1000 ft. guy wire 5/16" 53.50 lb Siemans - Martin extra galv. steel strand @ .04 ft.	40.00	
July 1953 - F 502-1 #1000 June 1953 Move Line to permanent location		
3 Cl. 3 35' fuel trtd poles @ 23.90	71.70	
SH 10 Cl. 3 35' " " " @ 21.00	210.00	
2 Cl. 3 45' " " " @ 32.30	64.60	
SH 3 Cl. 3 45' " " " @ 31.50	94.50	
2 Cl. 3 50' " " " @ 45.00	90.00	
SH 3 Cl. 3 50' " " " @ 41.25	123.75	
10 Chance 8-W anchors only #88115 @ 1.19	11.90	

Material Charges (Con'd)

10 Galv. anchor rod with thimble eye 5/8" x 6' 0" @ 1.71	17.10
9 drums 55 gal. @ 1.00	9.00
August 1953 F 502-1 #1475	
1 Precast concr fdn. 36" barrel bolt spacing 23 7/8 x 23 7/8 with fdn. bolts @ 54.33	54.33
2. fdn. precast concr. 48" barrel bolt spacing 11 11/16 x 11 11/16" with fdn. bolts @ 28.50	57.00
F 502-1 #1477	
30 Cl. 3-35' fer line poles full trtd @ 23.81	714.30
172 ft. cable 5/16" extra Galv. steel strand @ .04 ft.	6.88
350 Nicopress galv. copper splicing sleeve for #9 WG wire #2-148-J @ .09	31.50
SH 4 piers, cast iron, with 2 3/4 x 3½" bolts Dwg. S-5058 @ 7.50	30.00
Less material released	
1 precast concr fdn. 36' barrel bolt spacing 23 7/8 x 23 7/8" with fdn bolts @ 41.81 — 3/4 of price charged	41.81 Cr.
2 precast concr fdn 48" barrel 11 11/16" x 11 11/16" with fdn bolts @ 28.50	57.00 Cr.
4. Piers cast iron with 2 3/4 x 3½" bolts Dwg. S-5058 @ 7.50	30.00 Cr.
Less 15% Hndlg. 128.81	19.32
September 1953 F 502-1 #1740	
5 okonite rubber tape 3/4" 2½# @ 1.26 lb.	3.15
F 502-1 #1717	
52 porcelain strain insulators #502A @ .22	11.44
120 ft. creo. ground wire moulding #2502 @ .05 ft.	6.00
40 davidson zinc cable hangers #2 11" long @.03	1.20
250 ft. ¼" 3150 lb. Sumons Martin galv. galv. steel strand @ .01 ft.	2.50
93 Galv. thrw bolt 5/8" x 18" DWG CS-358 @ .54	50.22
10 nicopress copper offset deadened sleeves #91 128M @ .25	2.50
56 lbs. #9 BWG galv. iron tie wire 13" long @ .04 lb.	2.24
30 nicopress copper offset dead end sleeve #9-162-J @ .25	7.50
4 pole box type 1236-100 WRRS Dwg 1236-100 @ 25.60	102.40
5 chance galv. anchor rod with thimble eye 5/8" x 6' @ 1.71	8.55
29 chance 8-w galv. anchor #08115 @ 1.19	34.51
500 ft. single condr. wire #9 AWG solid 5/64" wall etc. @ .11 ft.	55.00
14 chance expanding rock anchor cot R-220 fig. 78 @ 3.14	43.96
6 copperweld ground rod 5/8" x 6' @ 1.83	10.98
29 galv. dble. arming bolts 5/8" x 18" Hubbard #9868 @ .42	12.18

Material Charges (Con'd)

42	drums 55 gal. @ 1.00	42.00
6	copperweld ground rod clamp Hubbard #9492 @ .30	1.80
100	pole steps Hubbard #7123 @ .20	20.00
55	angle thimble eye Hubbard #1100 @ .48	26.40
5	straight thimble eye #7519 @ .61	3.05
104	galv. 3-bolt guy clamp Hubbard 7449 @ .54	56.16
350	PA-2 tigarweld bonds @ .29	101.50
34	breakarm brackets Model R-5016 WRRS Pl. S-11 @ 1.88	63.92
108	galv. thru bolts 5/8" x 16" Dwg CS-358 @ .26	28.08
24	bootlegs @ 2.40	57.60
300	nicopress galv. copper splicing sleeve #2 - 148-J @ .09	27.00
75	davidson zinc cable hangers #2 11" long @ .04	3.00
2	gal. horn signal cement @ 3.58	7.16
F 502- #1669		
2	deadend cleuise @ .75	1.50
2	transposition bayonets @ 3.75	7.50
4	ground bayonets @ 3.75	15.00
1	breakarm brackets Model R 5012 @ 1.03	1.03
76	bridle rings 1¼" enamel @ .09	6.84
61	crossarm 6' 4 pin @ 1.45	88.45
105	" 10' 10 " @ 2.34	245.70
302	" brace galv. iron @ .20	60.40
130	tap groove porce insult. @ .19	24.70
658	side groove insulator @ .08	52.64
770	crossarm pin ½" steel @ .43	331.10
2	plug cutout @ 2.86	5.72
2	transformer 3/4 KVA 550t 110 volt @ 44.85	89.70
2	special disconnect switch @ 15.00	30.00
4	guy clamp galv. 2 bolt @ .20	.80
2	J hooks @ .19	.38
3	mi. #6 AWG HD copper line wire @ 103.00 mi.	309.00
17	mi. #9 " galv. iron line wire @ 22.50 mi.	382.50
2	autogap 3 KV vertical lightning arrester @ 5.85	11.70
151	Galv. heel bolts @ .04	6.04
302	Galv. toe " @ .02	6.04
2	hughes crossarm brace #1150-X @ 11.50	23.00
1	pole box type 1236-55 @ 25.70	25.70

Material Released

1	pole box type 1236-55 @ 25.70	25.70 Cr.
102	30" cedar poles @ 2.50	255.00 Cr.
1000	lbs. #12 A-WG HD copper wire @ 18.00 C#	180.00 Cr.
1	RF-10 rectifier 8-12 V @ 31.60	31.60 Cr.
2	DN 12 relay 670 ohm 4 pt. @ 32.80	65.60 Cr.
2	DN 12 relay 670 ohm 6 pt. @ 67.25	134.50 Cr.
2	autogap 3 KV vertical lightning arrestor @ 5.85	11.70 Cr.
2	Hughes crossarm brace #1150-X @ 11.50	23.00 Cr.
24	bootlegs	no value
2	deadend clevise @ .75	1.50 Cr.

2	transposition bayonet @ 3.75	7.50 Cr.
4	ground bayonet @ 3.75	15.00 Cr.
1	breakarm bracket Model R 5012 @ 1.03	1.03 Cr.
76	Bridle rings 1¼" enameled @ .09	6.84 Cr.
61	crossarm - 6' 4 pen @ 1.45	88.45 Cr.
105	" 10' 10 pin @ 2.34	245.70 Cr.
302	galv. crossarm brace @ .20	60.40 Cr.
130	tap groove insulator @ .19	24.70 Cr.
658	side " " @ .08	52.64 Cr.
770	½" galv. steel X arm pin @ .43	331.10 Cr.
2	plug cutout @ 2.86	5.72 Cr.
2	transformer 3/4 KVA - 550 to 110 volt @ 44.85	89.70 Cr.
2	special disconnect switch @ 15.00	30.00 Cr.
4	galv. 2-bolt guy clamp @ .20	.80 Cr.
2	"J" Hooks @ .19	.38 Cr.
3	mi. #6 AWG HD copper line wire @ 103.00 mi. SH	309.00 Cr.
17	mi. #9 BWG galv. iron line wire @ 22.50 mi. SH	382.50 Cr.
	Less 15% hndlg on 2,380.06	357.01

Material Used (F 507 - September 1953)

18	7 x 9 x 9 cross ties @ 3.40	61.20
32	pcs. 133# tie plates 528# @ 4.00 C#	21.12
8950	lbs. 5/8 x 6¼" trk spikes @ 5.20 C#	465.40

(F 507 - August 1953)

2701	7 x 9 x 9 C&O cross ties @ 3.39	9,156.39
662	7 x 9 x 8 " " " @ 3.39	2,244.18
	trting costs 3381 ea. @ .2569	868.58
11661	1 ft. 1st quality rail 133.4# 518526# @ 83.13 NT	21,552.53
3	1 ft. 1st quality 133.4 (cuttings) 133# @ 40.00 NT.	2.66 Cr.
586	pcs. 133# angle bars 36" 61# 35746# @ 5.52 C#	1,973.18
4	pr. 133# insulated jts. 36" @ 29.90 pr.	119.60
4	pr. 133-131 # comp. jts. 36# @ 21.71 pr.	86.84
5791	pcs. 133# AD-DS tie plates 2218# 128,444# @ 4.84 C#	6,216.69
927	pcs. 131# " " " 22.18# 20,561# @ 4.00 C#	822.44
4366	lbs. 1 1/16 x 6" trk bolts @ 9.81 C#	428.30
1728	pcs. 1 1/8" spring washers @ 81.66 M	141.11
3600	pcs. 133# fair rail anchors @ 33.83 C	1,217.88
14600	lbs. 5/8 x 6¼" track spikes @ 6.28 C#	916.88
310	ctns joint packing @ .52 ctn.	161.20

Material - Released (Track)

Inventory of Main Line Retired WO 7066 MP 73.68 to M.P. 74.96 near Mosier, Oregon, Engr. Sta. 1814 plus 83.4 to Engr. Sta. 1873 plus 53.5 - 5799.5 trk ft. per L. H. Boyd, Asst. Engr. UPRR Co. and M. M. Stump Res. Engr. Ore State Highway

3201

821	7x9x8' trtd cross ties	no value
4632	L ft. 133.4" Re rail Cl #2 plus 103.22 NT @ 65.60 NT	6,874.45 Cr.

Pmk

Material Charges (Cont'd)

6955.8	L ft. 131# RE rail Cl#2 plus 152.10 NN @ 66.60 NT	10,129.86 Cr.
230	pcs. joint bars 133#-6 hole 139.93 C# @ 4.40 C#	615.69 Cr.
316	pcs. joint bars 131#-6 hole 192.76 C# @ 4.40 C#	848.14 Cr.
36	pcs. joint bars 131#-4 hole 15.72 C# @ 4.40 C#	69.17 Cr.
2	pr. insul. jts. bars 133#-6 hole @ 4.40 C# 436#	19.18 Cr.
4	" compr. jt. bars 131-133#-6 hole 616# @ 4.40 C#	27.10 Cr.
2	pr. Insul. jts.bars 131#-6 hole 320# @ 4.40 C#	14.08 Cr.
1710	pcs. 1 1/16" x 6" trk bolts 41.89C# @ 1.50 C#	62.84 Cr.
1710	pcs. spring lock washers 265# lb. .01	2.65 Cr.
3626	pcs. Erickson rail anchors @ .25	906.50 Cr.
6394 7394	pcs. tie plates-131#& 133# 1418.19 C# @ 4.00 C#	5,672.76 Cr.
23913	pcs. 5/8"x 6½" trk spikes 209.238 C# @ 1.50	313.86 Cr.
6	pcs. 8" x 12" abrasion plates .762 @ .75	4.50 Cr.
	Material retired from inside Gd rail Tunnel #3	
1322.6	Lft. 110 lb. rail 24.24 NN @ 40.00 TT	969.60 Cr.
60	pcs. cont jts. 110# rail 30.93 CC 1.50 #	46.39 Cr.
62	pcs. 1 1/16" x 5½" trk bolts 1.37 CC @ 1.50 ##	2.05 Cr.
62	spring lock washers 10# @ .01 #	.10 Cr.
1509	pcs. 5/8" x 6½" trk spikes 13.20 #C @ 1.50 C#	19.80 Cr.
2	90# point castings 220# @ .01#	2.20 Cr.
2	insul. jt. bars 110# 204# @ 1.50 C#	3.06 Cr.

October 1953 - F 502-1 #1848

Material Released -

53	ea. 35' poles trtd. @ 3.00	159.00 Cr.
5	ea. 45' " " @ 5.00	25.00 Cr.
2	ea. 50' " " @ 41.25	82.50 Cr.
34	ea. break arm brackets R 5016 @ 1.03	35.02 Cr.
52	ea. porc. strain insultaors #502 @ .19	9.88 Cr.
6	eac. autogap 3 KV vertical lighting arrestor @ 5.85	35.10 Cr.
100	ea. pole steps @ .11	11.00 Cr.
104	ea. guy clamps 3-bolt @ .30	31.20 Cr.
70	ft. aerial cable - 12 condr. #14 AWS	
120	ft. " " - 19 " #14 " 508# @ .15#	
500	ft. single condr. wire #9 AWG solid 5/64 wall	76.20 Cr.
250	ft. steel strand cable ¼"	
1172	ft. " " " 5/16"	
55	ea. Thimble eye - angle @ .38	20.90 Cr.
5	ea. " " - straight @ .33	1.65 Cr.
4	ea. pole b[illegible] #236 - 100 @ 25.60	102.40 Cr.
	Less [illegible] hndlg on 27,193.83	4,079.07

Bnh

Material Used

October 1953 F 502-1 # 1848		
3 ea. Cl.3-35 ft. fir line poles trtd @ 21.00	63.00	
2 ea. Cl. 3-50ft. fir line poles trtd @ 41.25	82.50	SH pol co
2 ea. " -40ft. " " " " @ 26.25	52.50	
F 502-1 #1814 (Sept. 1953)		
2 gal. black paint CS 22 #7 @ 1.61 gal.	3.22	
200 ea. servisleeves Hubbard #7453 @ .04	8.00	
25 lb. texaco sealing compound @ .02 lb.	.50	
24 ea. C-8-20" long stub end track connector @ .47	11.28	
100 ft. 7-cond. #9 AWG solid UG cable 4/64" wall Anhydrex ins. etc. @ .71 ft.	71.00	
45 ft. 5-cond. #14 AWG solid UG cable4/64" wall - Anhydrex ins. etc. @ .32 ft.	14.40	
70 12-condr. #14 AWG solid aerial cable 4/64" wall-kerite ins. etc. @ .43 ft.	30.10	
120 ft. 19-condr.#14 AWG solid aerial cable 4/64" wall kerite ins. etc. @ .60 ft.	72.00	
F 502-1 #1888 - Telegraph		
210 ea. sleeves Nico #1-114D @ .05	10.50	
150 ea. " " #2-165J @ .09	13.50	
100 ea. " " #R1-114D @ .16	16.00	
10 ea. Bolts-X arm 18" SA @ .33	3.30	
10 ea. " " " DA @ .42	4.20	
30 ea. " " 16" SA @ .33	9.90	
70 ea. " carriage 3/8" x 4" @ .04	2.80	
100 lb. wire-copper tie #9 AWG 22" long @ .31 lb.	31.00	
300 ea. sleeves - Nico #1-114D @ .06	18.00	
December 1953 - F 502-1 #2134		
12 ea. thimble eye, angle Hubbard 1100# @ .48	5.76	
20 ea. clamps galv. 3-bolt gay #7449 @ .54.	10.80	
150 ft. guy wire ¼" 3150# Seemans-Martin extra galv. steel strand @ .02 ft.	3.00	
18 ea. pins ½" galv. steel with wood cab Hubbard #8000 with 3 prong washer #5039 @ .33	5.94	
2/5 mile wire #6 AWG solid-bare 40% conductivety copperweld line 154.8# @ .28 lb.	43.34	
July 1953 - TE 623-656		
1 car crushed rock	64.25	
August 1953 - TE 756		
104 cars cr. rock @ 63.621	6,616.58	
November 1953 - TE 1056		
1 car cr. rock	63.71	
10% hndlg on 57,969.98 [illegible]	5,797.00	
frt charges	6,217.82	
3% fed tax	186.54	$44,924.04

F 1253

Outfit & revenue Rental -

May 1953 Signal		
7 outfit cars - 217 days @ 2.75	596.75	
7 revenue cars- 217 days @ 2.00	434.00	
	1030.75	
Basis for apportionment		
Signal Gang 782 wkd 1778 hrs. in month		
" " " " 104 " on above		
104/1778 =.05849269 x 1030.75		60.29
June 1953 - Signal Gang 782		
6 outfit 30 days ea-180 das @ 2.75	495.00	
7 revenue 30 das.ea-210 " @ 2.00	420.00	
	915.00	
Basis:		
Signal Gang 782 wkd 2231 hrs. on month		
" " " " 988 " on above		
988/2231 =.4428507 x 915.00		405.21
July 1953 - Extra Gang 746		
11 outfit - 337 days @ 2.75	926.75	
4 revenue 73 " @ 2.00	146.00	
	1072.75	
Basis:		
Extra Gang 746 wkd 4694 hrs. in month		
" " " " 1964. " on above		
1964/4694 = .41840647 x 1072.75		448.84
July 1953 - Extra Gang 748		
13 outfit 403 days @ 2.75	1,108.25	
3 revenue - 49 das. @ 2.00	98.00	
	1,206.25	
Basis:		
Extra Gang 748 wkd 6993 hrs. on month		
" " " " 2160 " on above		
2160/6993 =.30888 x 1206.25		372.59
July 1953 Signal Gang PR 712		
5 outfit cars - 155 das.@ 2.75	426.25	
7 revenue " - 202 " @ 2.00	404.00	
	830.25	
Basis:		
Signal Gang wkd. 2166 hrs. in month		
" " " 917 " on above		
917/2166 = .42336 x 830.25		351.49
July 1953 - Crane 0287		
Crane-6 days - 25 tons @ 30.00 da.		180.00
4 outfit cars-24 das. @ 2.75		66.00
1 revenue " 6 " @ 2.00		12.00
August 1953 - Extra Gang 746		
11 outfit cars-341 days @ 3.15	1074.15	
4 revenue " 85 days @ 2.40	204.00	
	1278.15	
Basis:		
Gang 746 wkd 6073 hrs. in month		
" " " 5829. "		
5829/6073 =.9598222 x 1278.15		1,226.80

August 1953 - Extra Gan 748		
13 outfit cars-403 das.@ 3.15	1,269.45	
5 revenue " 100 " @ 2.40	240.00	
	1,509.45	
Basis:		
Extra Gang 748 wkd 5628 hrs. in month		
" " " " 5119 hrs. on above		
5119/5628 =.909559 x 1509.45		1,372.93
August 1953 - Signal Gang PR 712		
6 outfit cars 173 das.@ 3.15	544.95	
9 revenue " 242 " @ 2.40	580.80	
	1,125.75	
Basis:		
Signal Gang wkd-2389 hrs. in month		
" " " 1638 " on above		
1638/2389 =.6856425 x 1125.75		771.86
August 1953 - Crane 0287		
Crane 11 days @ 3.00 day		330.00
4 outfit - 44 days @ 3.15		138.60
1 revenue - 11 days @ 2.40		26.40
August 1953 - Trancavator BD 24-40 to 45 HP		
5 days @ 15.00		75.00
5 days grader attachment @ 1.00		5.00
September 1953 Extra Gang 746		
11 outfit cars 330 days @ 3.15	1,039.50	
4 revenue " 96 " @ 2.40	230.40	
	1,269.90	
Basis:		
Extra Gang 746 wkd 5589 hrs. in month		
" " " " 4303 on above		
4303/5589 =.7699052 x 1269.90		977.70
September 1953 - PR 712 - Signal Gang		
6 outfit cars 180 das. @ 3.15	567.00	
9 revenue " 241 das. @ 2.40	578.40	
	1,145.40	
Basis:		
Signal Gang wkd 2130 hrs. on month		
" " " 816 " on above		
816/2130 =.3830986 x 1145.40		438.80
October 1953 - Extra Gang 746		
11 outfit cars 341 das. @ 3.15	1,074.15	
6 revenue " 125 " @ 2.40	300.00	
	1,374.15	
Basis:		
Extra Gang 746 worked 2405 hrs. in month		
" " " " 208 " On above		
208/2405 = .0864865 x 1374.15		118.84
November 1953 - Signal Gang 782		
5 outfit cars - 150 das. @ 3.15	472.50	
_ revenue " - 180 " @ 2.40	432.00	
	904.50	
Basis:		
Signal Gang wkd 2084 hrs. in month		
" " " 216 " on above		
216/2084 = .1036468 x 904.50		93.75

December 1953 - Signal Gang 782
6 outfit cars-186 days @ 3.15 585.90
6 revenue " -186 " @ 2.40 446.40
1,032.30

Basis:
Signal Gang wkd 2962 hrs in month
" " " 240 " on above
240/2962 = .0810263 x 1032.30
83.64
$ 7,555.74

Truck Rental
May 1953 - SG #782 2 T truck
1½ days @ 8.00 day
12.00 ✓
June 1953 - SG #782 2 T truck
10½ days @ 8.00 day
84.00 ✓
July 1953 SG #782 2 T truckk
5/3 5 (10) days @ 8.00 day
80.00 40.00
EG - #746 1½ T truck
10 days @ 6.00
60.00
EG #748 - 1½ T truck
7 days @ 6.00
42.00 ✓
August 1953 - EG 746 - 1½ T truck
20 days @ 6.0o
120.00 ✓
EG 748 1½ T truck
19 days @ 6.00
114.00 ✓
September 1953 SG 782 2 T truck
7 days @ 8.00
56.00 ✓
EG #746 - 1½ T truck
9 days @ 6.00
54.00 ✓
EG #748 1½ T truck
4 days @ 6.00
24.00
October 1953 - EG 746 1½ T truck
1 day @ 6.00
6.00 ✓
December 1953 SG 782 2 T truck
6 days @ 8 00
48.00 ✓
May 1953- Engr. Party Pass. auto
1 day @ 4.00
4.00 ✓
December 1953 - Engr. Party Pass. auto
1 day @ 4.00
4.00 ✓ $ 708.00

Locomotive Rental
January 1953 - Loco. #5404 used 1 hr.
½ day rental @ 144.00 day
72.00
½ day caboose renta @ 2.00 day
1.00
3613 miles for month
95729 gal. used in month
95729/3613 = 26.49568 gal. per mile
1 hr. x 6 mi. per hr. = 6 miles
6 x 26.49568 = 159 gallon
42 gal. = 1 bbl.
3.785714 bbl @ 2.165 bbl.
8.20
hndlg charge - .00243 gal.
.39
Supplies - 1 hr. = 6 miles
6 miles @ .3040
1.82

Loco. Rental (Cont'D)

May 1953 - Locom 758	
Used 1 day - rental 12'	
Caboose rental 1 day	49.00
1754 miles for month	2.00
18558 gal. used in month	
18558/1754 = 10.580387 gal. per mile	
12 hrs. x 6 mi. per hr. = 72 miles	
72 miles x 10.580387 gal = 762 gal.	
42 gal. = 1 bbl.	
18.14286 bbl x 2.14 bbl.	
Hndlg charge - .00255 gal.	38.83
Supplies - 1 hr. = 6 miles	1.94
72 miles @ .3040	
	21.89
July 1953 - Loco #5513 used 34 hrs. or 3 days	
3 days rental @ 144.00 day	
caboose 3 days @ 2.00 day	432.00
2563 miles for month	6.00
67486 gal. used in month	
67486/2536 = 26.6112 gal. per mile	
34 hrs. @ 6 mi. per hr. = 204 miles	
204 x 26.6112 = 5428 gal. 42 gal. = 1 bbl.	
129.238 bbl @ 2.14 bbl.	
Hndlg charge .00209 gal.	276.57
Supplies - 1 hr = 6 miles	11.34
204 miles @ .3040	
	62.02
Loco - 2504 - used 5 days 56 hrs. -	
5 days rental @ 85.00 day	
5 days rental caboose @ 2.00 day	425.00
1095 miles for month	10.00
8392 gallson used in month	
8392/1095 = 7.6639 gal. per mile	
56 hrs. @ 6 mi. per hr. = 336 miles	
336 x 7.6639 = 2575 gal. - 42 gal. = 1 bbl.	
61.310 bbl @ 2.14 bbl.	
Hndlg charge - .00209 gal.	131.20
Supplies - 1 hr = 6 miles	5.38
336 mi. @ .3040	
	102.14
Loco. 2711 - used 3 days 36 hrs.	
3 days rental @ 85.00 day	
3 days rental caboose @ 2.00 day	255.00
1582 miles for month	6.00
35492 gal. used in month	
35492/1582 = 22.43489 gal. per miles	
36 hrs. @ 6 mi. per hr = 216 miles	
216 mi. x 22.43489 = 4846 gal. 42 gal. = 1 bbl	
115.381 bbl. @ 2.14 bbl	
Hndlg. charge .00209 gal.	246.91
Supplies 1 hr = 6 miles	10 13
216 miles @ .3040	
	65.66

fmh

August 1943 - Loco. 2504 - used 11 days	935.00
11 days or 71 hrs. @ 85.00 day	
11 days rental caboose @ 2.40	935.00
1877 miles for month	26.40
19100 gallons used in month	
19100/1877 = 10.175812 gal. per mile	
71 hrs. x 6 miles per hr. = 426 miles	
426 x 10.175812 = 4335 gal. 42 gal. = 1 bbl.	
103.2143 bbl @ 2.14 bbl.	
Handling charge .00173 gal.	220.88
Supplies 1 hr = 6 miles	7.50
426 @ .3040	
	129.50
September 1953 Loco. 2504 used 2½ days @ 85.00	212.50
Caboose - 2½ days or 31 hrs. @ 2.40	6.00
1597 miles for month	
12104 gallons used in month	
12104/1597 = 7.5792 gal. per mile	
31 hr. x 6 miles per hr = 186 miles	
186 x 7.5792 = 1410 gal - 42 gal. = bbl.	
33.57143 bbl @ 2.14 bbl.	
Handling Charge .00227 gal.	71.84
Supplies - 1 hr = 6 miles	3.20
186 mi. x .3040	
	56.54
September 1953 Loco. 2208	
1 day rental - 11 hr.	
1 day rental - caboose	85.00
1762 miles for month	2.40
25850 gallons used in month	
25850/1762 = 14.67083 gal. per mile	
11 hrs. x 6 mi. per hr = 66 miles	
66 miles x 14.67083 = 968 gal. (42 gal. = 1 bbl)	
23.0476 bbl. @ 2.14 bbl.	
Handling cost .00227 gal.	49.32
Supplies 1 hr. = 6 miles	2.20
66 mi. x .3040	
Frt. on oil - 20,324 gal - 157511 #	20.06
3% fed tax	271.71
	8.15
	$ 4,350.62
Total Amount	$ 113,508.65

19-A

Inventory of Main Line Retired W.O.7066
M.P. 73.68 to M.P. 74.96 near Mosier,
Oregon, Engr.Sta. 1814 plus 83.4 to
Engr.Sta. 1873 plus 53.5. 5799.5 TrkFt.

DESCRIPTION	QUANTITY	UNIT
Scrap 7"x9"x8' Treated cross ties	3201	Ea
4643.3 Lin.Ft. S.H. 133Lb. RE rail, class No. 2 plus	103.22	N.T.
6955.8 Lin.Ft. S.H. 131Lb. RE rail, class No. 2	152.10	N.T.
230 pcs. S.H. Joint Bars for 133 Lb. 6 hole rail	139.93	Cwt.
316 pcs. S.H. Joint Bars for 131 Lb. 6 hole rail	192.76	Cwt
36 pcs. S.H. Joint Bars for 131 Lb. 4 hole rail	15.72	Cwt
S.H. Insulated joint bars for 133 Lb 6 hole Rail, complete	2	Jts.
S.H. Compromise Joint Bars for 131 Lb. to 133 Lb. 6 hole rail, complete	4	Jts.
S.H. Insulated, Joint Bars for 131 Lb. 6 hole rail, complete	2	Jts.
1710 pcs. 1-1/16" x 6" Scrap Trk. bolts	41.89	Cwt.
1-1/8" J. D. Spring Lock Washers	1710	Ea.
3626 Pcs. S. H. Erickson Rail Anchors	123.28	Cwt.
6394 Pcs. S.H. 8" x 14" Tie plates H.D. for 131 Lb and 133 Lb RE Rail	1418.19	Cwt
23913 Pcs. Scp. 5/8" x 6¼" Trk spikes	209.238	Cwt
6 Pcs. S.H. 8" x 12" Abrasion plates	0.762	Cwt

Mat'l. retired from inside Gd. rail Tunnel #3

1322.6 Lin.Ft. Scrap 110 Lb. Rail	24.24	N.T.
60 Pcs. Scp. Cont. Jts. for 110 Lb. rail	30.93	Cwt
62 Pcs. Scp. 1-1/16" x 5½" Trk. bolts	1.37	Cwt
1-1/8" Spring lock washers	62	Ea
1509 Pcs. Scp. 5/8" x 6¼" Trk. Spks.	13.20	Cwt
Scrap 90Lb. Point Castings	2	Ea
Scrap Insulated Joint Bars for 110 Lb. rail	2	Jts.

L. H. Boyd
Asst. Engr. UPRR Co.

M M Stung
Res. Engr. Ore. State Highway

7-53-200M

Dup can be destroyed

Form 130A-Copy

State of Oregon
State Highway Commission
Salem, Oregon
c/o Mr. J. G. Kimmell - Albina

BILL NO. 675031

MONTH'S ACCOUNT July 1954

JF DEPT. NO. 6003

DATE MADE ____________ 19____

To UNION PACIFIC RAILROAD COMPANY, Dr.

Make checks payable to Union Pacific Railroad Company, and address all remittances to the Assistant Treasurer, Omaha 2, Nebr.

FOR Cost of service and temporary work in connection with line change between Mosier and Rowena M.P. 73.68 to 74.96 Wasco County, Oregon. Contract Audit No. 78701 dated August 21, 1952

WO 7056-1 O.W.

Remove 5799.5 feet of main track and 2826.1 ft. of rock slide fences and retire tunnel #3 - 559' long.

Detail Attached

$435[illegible]

The records supporting the charges in this bill are located in the office of the Auditor of Disbursements, Omaha, Nebraska.

Audit completed 6-27-57 in Omaha, Nebr.
See Form PR-302
H.O. Kufenacht

JF [illegible] State of Oregon

that the above account is correct:	Approved	Examined and Approved:
T:	(Title)	For Auditor of Disbursements

DISTRIBUTION DATA AND PUNCH CARD COLUMN NUMBER

ACCOUNT						
	Sub. (8)	Service (9)	Geo. (10)	Amount (11)	W. O. or Loco. No. (12)	Name of Account (None)

10c
34.
PR Teleg - 2 -
28 hrs. Cl.
2 hrs. [illegible]

Contract dated 8-21-52 Re[illegible] at the expense of the State, [illegible] furnish engr inspection, watchman and flag service.

UNION PACIFIC RAILROAD COMPANY

Cost of service and temporary work in connection with line change M.P. 73.68 to 74.96 - furnished Engineer Inspector, Flagman and Watchman, patrolling signal and telegraph lines, temporary rearrangement of signal and telegraph poles and lines. Contract Audit No. 78701 dated August 21, 1952.

W.O. 7066-1 OW
Labor charges:

October 1952 - Engr. Inspector Riser (23 da. mo.)	
PR 701-2 - Inspecting highway construction	
Thomas W. Riser - 4 days @ 445.00	77.39
PR 712-1 Signal Clerk (31 da. mo.)	
Relocate signal pole line 8 hrs. @489.40	15.79
PR 712-1 Signal 782 (27 da.mo.)	
Deadening pole line, install UG cable	
24 hrs. @440.81 Oct. 13-14-15	48.98
188 hrs. @2.003	376.56
24 hrs. @1.763	42.31
32 hrs. @1.739	55.65
40 hrs. @1.691	67.64
Cutting signal power line to allow for blasting M.P. 75.5	
4 hrs. @2.003	8.01
2 hrs. @3.0043 overtime	6.01
PR 712-2 Signal 782	
Cutting signal power line to allow for blasting	
88 hrs. @2.003	176.26
8½ hrs. @3.0045 overtime	25.53
PR 712-1 Signal	
Patrolling signal wires	
12 hrs. @ 2.003	24.04
PR 712-2 Protect & patrol lines	
6 hrs. @2.003	12.02
1 " @3.0045 overtime	3.00
PR Teleg. Dept. - Patrol telegraph	
12 hrs. @1.931	23.17
Teleg. Dept. - Move pole line to temp. location [illegible] 2-84 ?	
32 hrs. @2.021	64.67
2 hrs. @2.897 overtime Ferguson	5.79
102 hrs. @1.931	196.96
34 hrs. @1.691	57.49
PR Teleg - 2 - Patrol lines	
28 hrs. @1.931 ?	54.07
2 hrs. @2.897 overtime	5.79

PR 713 - Trk. Sec. 11 - **Flagging**	
8 hrs. @1.535	12.28
PR 713 - Trk. Sec. 12 - **Flagging**	
4 hrs. @1.85	7.40
16 hrs. @1.547	24.75
November 1952	
PR 701-1 Engr. Inspector T. W. Riser (19 da. mo.)	
3 days @445.00 mo.	70.26
PR 701-2	
4 days @445000 mo.	93.68
PR 712-1 - Patrol signal line 11/1-15	
80 hrs. @2.003	160.24
34 hrs. @3.0045 overtime	102.15
Pifer PR 712-2 - Patrol signal lines	
40 hrs. @2.003	80.12
4 hrs. @3.0045 overtime	12.02
PR 712-2 - Patrol signal lines	
32 hrs. @2.003 Pendleton 11/17	64.10
PR 713 - Sec. 12 - Flagging	
28 hrs. @2.81	78.68
144 hrs. @1.54	221.76
21 hrs. @2.32 overtime	48.72
PR Telegraph Dept. (30 day mo.)	
Moving ~~Hauling~~ pole line	
6 days @435.00	87.00
24 hrs. @2.021	48.50
3 hrs. @2.897 overtime	8.69
147 hrs. @1.931	283.86
150 hrs. @1.691	253.65
Patrol Line R.E Becker	
80 hrs. @1.931	154.48
31 hrs. @2.897 overtime 11/1-26	89.81
64 hrs. @1.931	123.58
4 hrs. @2.897 overtime	11.59
December 1952 (22 day mo.)	
PR 701-1 Wm. C. Pound - Engr. Inspector	
2 days @445.00 mo.	40.45
PR 701-2 - Wm. C. Pound - Engr. Inspector	
55 hrs. @445.00 mo.	139.06
PR 701-1 - Thomas Riser - Inspect highway construction	
3 days @445.00 mo.	60.68

PR 712-1 - Patroling signal lines	
88 hrs. @2.003	176.26
31 hrs. @3.0045 overtime	93.14
PR 712-2 - Patrol signal lines	
72 hrs. @2.003	144.22
11 hrs. @3.0045 overtime 18-19-22-23-24-29-30-31	33.05
PR 712-2 Signal 782 (27 day mo.) MP [illegible] Tunnel #3	
Temporary rearrangement of signal lines	
96 hrs. @440.81	195.92
456 hrs. @2.003	913.37
104 hrs. @1.763	183.35
56 hrs. @1.739	97.38
120 hrs. @1.691	202.92
PR 712 - Signal Clerk (31 day mo.)	
Temporary relocation of signal lines	
40 hrs. @489.40	78.94
PR Teleg Dept. - R. E. Becker	
Patrol Telegraph Lines	
51 hrs. @1.931	98.48
21 hrs. @2.897 overtime	60.84
Replace open wire under temp. overpass	
20 hrs. @1.931	38.62
6 hrs. @2.897 overtime	17.38
PR Teleg Dept. - H. Robinson	
Patrolling Telegraph Lines	
8 hrs. @1.931	15.45
1 hr. @2.897 overtime [illegible]	2.90
PR Teleg. Dept. 2nd half - Becker	
Patrol Telegraph Lines	
67 hrs. @1.931	129.38
11 hrs. @2.897 overtime	31.87
4 hrs. @2.897 overtime [illegible] Parker Schram	11.59
PR Teleg. Dept. 2nd half - Robinson	
Move line a/c blasting by Parker - Schram	
8 hrs. @2.021	16.17
1 hr. @2.897 overtime	2.90
32 hrs. @1.931 Safety [illegible]	61.79
24 hrs. @1.691	40.58
*1327 hrs. @ .04	53.08

*Additional compensation for the period December 1, 1952 through March 31, 1953, inclusive under Guthrie Award dated March 18, 1953.

3% Vacation 5,743.51	172.31
6½% RRR & UI Tax 1952 on 6,496.53	422.27
4% Insurance on 6,496.53	259.86

January 1953

PR 701-1 - Wm. C. Pound (21 da.mo.)	
Inspection work on highway construction	
73 hrs. @459.00	199.45
PR 701-2 - Inspection work	
82 hrs. @459.00	224.04
PR 712-1 - Fred B. Pendleton	
Patrol inspect signal lines	
80 hrs. @1.993	159.44
2 hrs. @2.9895 overtime Rpr. Damage	5.98
PR 712-2 - Patrol, inspect signal wires	
88 hrs. @1.993	175.38
9 hrs. @2.9895 overtime	26.91
Delay by trains on way to Dalles	
4 hrs. @2.9895 overtime	11.96
PR 712-2 Signal Gang 782 - Melvin Allen (27 da.mo.)	
Place signs for UG cable & clean up material	
8 hrs. @438.72 2/at [illegible]	16.25
32 hrs. @1.993	63.78
8 hrs. @1.753	14.02
8 hrs. @1.681	13.45
PR 713 - Section 12 N. Gaglia	
Flagging & protecting track	
32 hrs. @1.864	59.65
11 hrs. @2.795 overtime	30.75
216 hrs. @1.525	329.40
26 hrs. @2.29 overtime	59.54
PR Teleg. Dept. - R. E. Becker	
Patrol Teleg. Line	
76 hrs. @1.921	146.00
2 hrs. @2.882 overtime	5.76
80 hrs. @1.921	153.68
3 hrs. @2.882 overtime	8.65
PR Teleg. Dept. - H. Robinson (31 day.mo.)	
Move pole line Gang 15	
8 ~~1~~ day @446.13	14.39
16 hrs. @2.011	32.18
2 hrs. @2.882 overtime	5.76
72 hrs. @1.921	138.31
76 hrs. @1.681	127.76
12 ~~14~~ days @446.13	201.48
40 hrs. @2.011	80.44
5 hrs. @2.882 overtime	14.41
344 hrs. @1.921 Saf[illegible]	660.82
240 hrs. @1.681	403.44

January 1953

PR 701-1 - Wm. C. Pound (21 da.mo.)	
Inspection work on highway construction	
73 hrs. @459.00	199.45
PR 701-2 - Inspection work	
82 hrs. @459.00	224.04
PR 712-1 - Fred B. Pendleton	
Patrol inspect signal lines	
80 hrs. @1.993	159.44
2 hrs. @2.9895 overtime [illegible] Damage	5.98
PR 712-2 - Patrol, inspect signal wires	
88 hrs. @1.993	175.38
9 hrs. @2.9895 overtime	26.91
Delay by trains on way to Dalles	
4 hrs. @2.9895 overtime	11.96
PR 712-2 Signal Gang 782 - Melvin Allen (27 da.mo.)	
Place signs for UG cable & clean up material	
8 hrs. @438.72 [illegible]	16.25
32 hrs. @1.993	63.78
8 hrs. @1.753	14.02
8 hrs. @1.681	13.45
PR 713 - Section 12 N. Gaglia	
Flagging & protecting track	
32 hrs. @1.864	59.65
11 hrs. @2.795 overtime	30.75
216 hrs. @1.525	329.40
26 hrs. @2.29 overtime	59.54
PR Teleg. Dept. - R. E. Becker	
Patrol Teleg. Line	
76 hrs. @1.921	146.00
2 hrs. @2.882 overtime	5.75
80 hrs. @1.921	153.68
3 hrs. @2.882 overtime	8.65
PR Teleg. Dept. - H. Robinson (31 day.mo.)	
Move pole line Gang 15	
8 ~~1~~ day @446.13	14.39
16 hrs. @2.011	32.18
2 hrs. @2.882 overtime	5.76
72 hrs. @1.921	138.31
76 hrs. @1.681	127.76
[illegible] ~~14~~ days @446.13	201.48
40 hrs. @2.011	80.44
5 hrs. @2.882 overtime	14.41
344 hrs. @1.921	660.82
240 hrs. @1.681	403.44

February 1953	
PR 701-1 & 2 - Wm. C. Pound (19 da. mo.)	
Inspection work on high way construction	
7 days @459.00 mo.	169.11
9 days @459.00 mo.	217.42
PR 712-1 & 2 - Fred B. Pendleton	
Patrol signal lines	
56 hrs. @1.993	111.61
66 hrs. @1.993	131.54
PR 712 - Section 12 - Gaglia - Flagging & watching	
80 hrs. @1.525	122.00
PR Teleg. Dept. - R. E. Becker	
Patrol telegraph lines	
40 hrs. @1.921	76.84
2 hrs. @2.882 overtime	5.76
64 72 hrs. @1.921	138.31
PR Tele. Dept. - H. Robinson - Move pole line	
16 hrs. @2.011	32.18
2 hrs. @2.882 overtime	5.76
128 hrs. @1.921	245.89
96 hrs. @1.681	161.38
March 1953	
PR 701-1 - Wm. C. Pound (22 da.mo.)	
Inspection work on highway construction	
10 days @459.00 mo.	208.64
PR 701-2 - Wm. C. Pound	
Inspection work on highway construction	
10-3/4 days or 86 hrs. @459.00 mo.	224.28
PR 712-1 - Fred B. Pendleton - Patrol signal lines	
80 hrs. @1.993	159.44
2 hrs. @2.9895 overtime	5.98
PR 712-2 - Pendleton - Patrol signal lines	
74 hrs. @1.993	147.48
2 hrs. @2.9895 overtime	5.98
PR 712-1 Signal Clerk Richards (31 da.mo.)	
Line change - Move signal lines	
24 hrs. @486.97	47.13
11-12-13-17	
PR 712-1 Signal Gang 782 - Melvin Allen (26 da.mo.)	
Remove signal poles line & install cable	
32 hrs. @438.72	67.50
192 hrs. @1.993	382.66
48 hrs. @1.753	84.14
24 hrs. @1.705	40.92
48 hrs. @1.681	80.69

PR 712-2 - Signal Gang 782 - Melvin Allen
Remove signal pole line & install temp. cable

8 hrs. @438.72		16.87
64 hrs. @1.993		127.55
16 hrs. @1.753		28.05
8 hrs. @1.705		13.64
8 hrs. @1.681		13.45

PR 713 - Track section 12 - Watching & flagging

23 hrs. @1.864		42.87
40 hrs. @2.795	overtime	111.80
157 hrs. @1.525		239.43
102 hrs. @2.29	overtime	233.58

Teleg. Dept. PR - R. E. Becker
Patrol telegraph lines

63 hrs. @1.921		121.02
37 hrs. @1.921		71.08
2 hrs. @1.921	?	3.84
*3212 hrs. @.04		128.48

*Additional compensation for the period December 1, 1952 to March 31, 1953 inclusive under Guthrie Award dated March 18, 1954.

April 1953

PR 712-2 D. R. Seaton - Patrolling rock slide fence tunnel #3

6 hrs. @2.003		12.02
1 hrs. @3.0045	overtime	3.00

PR 712-1 Leroy E. Roundy - Patrol line

36 hrs. @2.003		72.11
9 hrs. @3.0045	overtime	27.04

PR 712-1 Fred B. Pendleton
Patrol signal lines

32 hrs. @2.003		64.10
1 hr. @3.0045	overtime	3.00
Train delay in returning to Dalles		
2 hrs. @3.0045	overtime	6.01

PR 712-2 Fred B. Pendleton - Patrol signal lines

60 hrs. @2.003		120.18
10-1/2 hrs. @3.0045	overtime	31.55

PR 713 - N. Gaglia Sec. #12, Flagging & watching

60 hrs. @1.874		112.44
39 hrs. @2.81	overtime	109.59
627 hrs. @1.535		962.45
343 hrs. @2.305	overtime	790.62

PR 701-1 Wm. C. Pound (22 da.mo.)
Inspection work on highway project

64 hrs. @459.00 mo.		166.91

PR 701-2 -	
64 hrs. @459.00 mo.	166.91
PR Teleg. Dept. - R. E. Becker	
Patrol telegraph lines	
64 hrs. @1.931	123.58
3 hrs. @2.897 overtime	8.69
56 hrs. @1.931	108.14
5 hrs. @2.897 overtime	14.49
May 1953	
PR 701-1 Wm. C. Pound (21 da.mo.)	
Inspection work on highway project	
6½ days = 52 hrs. @459.00 mo.	142.07
PR 701-2 - Inspection work	
5½ days = 44 hrs. @459.00 mo.	120.21
PR 712-1 Fred B. Pendleton - Patrol signal lines	
6½ days = 52 hrs. @2.003	104.16
1 hr. @3.0095 overtime	3.01
Train delay	
1½ hrs. @3.0095 overtime	4.51
PR 712-2 Fred B. Pendleton - Patrol signal lines	
40 hrs. @2.003	80.12
1 hr. @3.0095 overtime	3.01
Train delay	
1 hr. @3.0095 overtime	3.01
PR 712-1, Signal Clerk V. L. Richards (31 da.mo.)	
Line change account highway construction	
16 hrs. @536.97	34.65
PR 712-2, Genl. Foreman G. S. Swanson (31 da.mo.)	
Moving signal lines	
48 hrs. @536.97	103.93
PR 712-1 Signal Melvin Allen (26 da.mo.)	
Raising line wires account heavy construction	
16 hrs. @440.81	33.91
80 hrs. @2.0031	160.24
16 hrs. @1.787	28.59
16 hrs. @1.763	28.21
16 hrs. @1.715	27.44
16 hrs. @1 691	27.06
PR 713, Section 12, N. Gaglia	
Flagging and watching	
504 hrs. @1.535 hr.	773.64
333 hrs. @2.305 overtime	767.57
Section 14 - PR 713 - W. Battemiller	
Flagging	
42 hrs. @1.535	64.47

PR Teleg. Dept. - R. E. Becker		
Patrol Telegraph Lines		
38 hrs. @1.931		73.38
1 hr. @2.897	overtime	2.90
18 hrs. @1.931		34.76
1 hr. @2.897	overtime	2.90
June 1953		
PR 701-1 Wm. C. Pound (22 da.mo.)		
Inspection work on highway project		
52 hrs. @459.00		135.61
PR 701-2		
50 hrs. @459.00		130.40
PR 712-1 Fred B. Pendleton - Patrol signal lines		
44 hrs. @2.003		88.13
2 hrs. @3.0095	overtime	6.02
Train delay		
1 hr. @3.0095	overtime	3.01
PR 712-2 - Patrol signal lines		
44 hrs. @2.003		88.13
2 hrs. @3.0095	overtime	6.02
PR Trk. Section #12 Watching & flagging		
528 hrs. @1.535		810.48
282 hrs. @2.305	overtime	650.01
PR Trk. Section #14 - Flagging		
63 hrs. @1.535		96.71
2 hrs. @2.305	overtime	4.61
Teleg. Dept. PR - R. E. Becker - Patrol telegraph lines		
18 hrs. @1.931		34.76
2 hrs. @2.897	overtime	5.79
July 1953 PR 701-1 Wm. C. Pound (23 da.mo.)		
Inspection work on highway construction		
48 hrs. @459.00 mo.		119.74
PR 701-2 Wm. C. Pound - Inspection work		
6½ days or 52 hrs. @459.00 mo.		129.72
PR 712-1 Fred B. Pendleton - Patrol signal lines		
44 hrs. @2.003		88.13
3 hrs. @3.0095	overtime	9.03
PR 712-2 F. B. Pendleton - Gang #781		
Patrol signal lines		
48 hrs. @2.003		96.14

PR 712-1 Melvin Allen (27 da.mo.)	
Move outfit cars	
12 hrs. @440.81	24.49
16 hrs. @2.003	32.05
4 hrs. @1.787	7.14
8 hrs. @1.691	13.53
Lowering cross arms account telegraph cable	
24 hrs. @2.003	48.07
PR 712-2 Melvin Allen (27 da.mo.)	
Bonding & install UG wire on temp. switch	
16 hrs. @2.003	32.05
8 hrs. @1.691	13.53
Install temp. poles & guy anchors	
48 hrs. @440.81	97.96
280 hrs. @2.003	560.84
40 hrs. @1.787	71.48
120 hrs. @1.691	202.92
PR 713-2 N. Gaglia Sec. 12 - Watchman	
280 hrs. @1.535	429.80
144 hrs. @2.305 overtime	331.92
PR 713 - W. Battemiller Sec. 14 Flagging	
1 hr. @2.855	2.86
41 hrs. @1.535	62.93
2 hrs. @2.305 overtime	4.61
Teleg. Dept. Pr - Move pole line MP 72.[illegible] to 76.5	
40 hrs. @2.021	80.84
5 hrs. @2.897 overtime	14.49
72 hrs. @1.931 Safety meeting 2 hrs	139.03
80 hrs. @1.691 Safety meeting 1½ hrs.	135.28
Move pole line MP 69.9 to 76.5	
16 hrs. @2.021	32.34
2 hrs. @2.897 overtime	5.79
317 72 hrs. @1.931 Safety meeting 7 hrs.	139.03
32 hrs. @1.691 " " 1 hr.	54.11
August 1953	
PR 701-1 Wm. C. Pound (21 da.mo.)	
Inspect work on highway construction	
40 hrs. @459.00 mo.	109.29
PR 701-2 - Inspect work on construction	
40 hrs. @459.00 mo.	109.29
PR 712-1 Fred B. Pendleton Gang 781	
Patrol signal lines	
20 hrs. @2.003	40.06
PR 712-1 Melvin Allen (26 da.mo.)	
Install emporary cable & poles	
16 hrs. @440.81	33.91
128 hrs. @2.003	256.38
48 hrs. @1.691	81.17

PR 712-2 Melvin Allen (26 da.mo.)	
Remove temporary cable & testing of signals	
32 hrs. @440.81	67.82
192 hrs. @2.003	384.58
24 hrs. @1.787	42.89
96 hrs. @1.691	162.34
16 hrs. @1.715	27.44
PR 713-1 Extra Gang 746	
Remove crushed rock from old main line installed to prevent damage from blasting	
8 hrs. @2.082	16.65
8 hrs. @1.744	13.95
8 hrs. @1.631	13.05
8 hrs. @1.499	11.99
152 hrs. @1.499	227.85
September 1953	
PR 701-1 Wm. C. Pound (21 da.mo.)	
Inspection work on highway construction	
10 days or 80 hrs. @459.00 mo.	218.57
PR 701-2 Wm. C. Pound	
Engr. inspection on highway construction	
1 day or 8 hrs. @459.00 mo.	21.85
PR 701-1 TEA Frank Irwin TEA duties - highway changes	
2 days @419.25 mo.	39.93
PR 701-2 J. W. Conklin - Engr. Inspector	
Engr. inspection state highway construction	
4 days @459.00 mo.	87.43
PR 712-2 Fred B. Pendleton	
Patrol signal lines & rock fences	
44 hrs. @2.003	88.13
4 hrs. @3.0045 overtime	12.02
Train delay	
2 hrs. @3.0045 overtime	6.01
PR 712-2 D. R. Seaton - Patrol signal lines	
2 hrs. @2.003	4.01
1 hr. @3.0045 overtime	3.00
PR 712-1 Melvin Allen (26 da.mo.)	
Remove temporary switch wiring	
16 hrs. @440.81	33.90
64 hrs. @2.003	128.19
8 hrs. @1.787	14.30
8 hrs. @1.715	13.72
16 hrs. @1.691	27.06
PR 712-2 Allen (26 da.mo.)	
Transfer line wires & remove temp. poles	
16 hrs. @440.81	33.91

PR 712-2 (Cont'd)

112 hrs. @2.003		224.35
16 hrs. @1.691		27.06

PR Extra Gang 746 Ernest Oaks
Watch and patrol

1 hr. @3.10		3.10
1 hr. @2.60		2.60
1 hr. @2.575		2.58
1 hr. @2.32		2.32
23 hrs. @2.25		51.75

PR 713 - Trk. Section 14 W. Battemiller
Flagging

25 hrs. @1.904		47.60
94 hrs. @1.535		144.29
4 hrs. @2.855	overtime	11.42
10 hrs. @2.305	overtime	23.05

Engr. Party PR 701 - (21 da.mo.)

L. H. Boyd 1 day @459.00		21.86
Alfred Swadberg 1 day @370.88		17.66
C. R. Bonner 1 day @323.20		15.39
E. F. Hamlin 1 day @323.20		15.39

October 1953

PR 701-1 J. W. Conklin (22 da.mo.)
Engr. inspection state highway

1 day @459.00 mo.		20.86

PR 712-1 Signal 787 - Fred B. Pendleton
Patrol signal lines & bonds

32 hrs. @2.033		65.06

PR 712-2 Signal 787 - Pendleton
Patrol signal lines

16 hrs. @2.033		32.53

PR 713 - Trk. Section 14 W. Battemiller
Flagging and watching

4 hrs. @1.934		7.74
16 hrs. @1.565		25.04
5 hrs. @2.90	overtime	14.50
20 hrs. @2.35		47.00
224 hrs. @1.565		350.56
127 hrs. @2.35	overtime	298.45

December 1953

Teleg. PR 27 H. Robinson
Moving telephone & telegraph pole line a/c
state highway project MP 74.5 to 76.6

32 hrs. @2.051		65.63
4 hrs. @3.032	overtime	12.13
88 hrs. @1.961	Safety meeting 2 hrs.	172.57
32 hrs. @1.721	" " @ 1 hr.	55.07

Retire Temporary Line MP 69 to 75

3 hrs. @3.032	overtime	9.10	
25 hrs. @2.051	Safety meeting 1 hr	51.28	
107 hrs. @1.961	" " 2 hrs.	209.83	
24 hrs. @1.721		41.30	
3% Vacation on 18,634.23		559.03	
6¼% RRR & UI Tax 1953 on 22,952.28		1 491.90	
4% Insurance on 22,952.28		918.09	
			$32,540.93

fmh

Personal Expenses

Vou. 329476 - G. L. Phillips (mileage)	42.00
Vou. 329584 - F. W. Oyster "	42.00
Vou. 328868 - E. M. Minor "	42.00
Vou. 329734 - W. C. Pound	86.75
Vou. 330138 - F. B. Pendleton	55.55
Vou. 332406 - R. E. Becker	16.60

July 1953

Vou. 345479 - E. W. Minor (mileage)	11.20
Vou. 350891 - F. B. Pendleton	58.05
Vou. 354647 - N. B. Horstman	21.55
Vou. 358091 - G. L. Phillips (mileage)	43.40
Vou. 358093 - F. Lagiora "	12.60
Vou. 358189 - W. C. Pound	56.46

August 1953

Vou. 339846 - R. M. Huot (Mileage)	12.60
Vou. 351044 - W. C. Pound	67.65
Vou. 351046 - F. B. Pendleton	13.20
Vou. 354570 - G. L. Phillips (mileage)	5.60

September 1953

Vou. 377389 - F. B. Pendleton	33.65
Vou. 377399 - W. C. Pound	71.50
Vou. 378467 - J. W. Conklin	21.60
Vou. 380917 - Frank Irwin	3.60

October 1953

Vou. 362824 - G. L. Phillips (mileage)	9.80
Vou. 375384 - J. W. Conklin	3.35
Vou. 376286 - F. B. Pendleton	46.38
Vou. 378178 - G. L. Phillips (mileage)	35.00
Vou. 378176 - Earl M. Minor "	14.00

September 1953

Vou. 378479 - L. H. Boyd	1.50
Vou. 377369 - Al Swadberg	1.45
Vou. 381929 - C. R. Bonner	3.70
Vou. 378465 - E. F. Hamlin	1.45

October 1952

Vou. 242116 - R. E. Becker	17.80
Vou. 246304 - J. W. Riser	39.67
Vou. 239522 - W. H. Ferguson	8.50

November 1952

Vou. 262181 - T. W. Riser	21.95
Vou. 267785 - R. E. Becker	136.10
Vou. 269569 - P. E. Peffer	73.30

December 1952

Vou. 264002 - T. W. Riser	23.90
Vou. 263628 - W. H. Ferguson	25.90
Vou. 265518 - R. E. Becker	132.25
Vou. 263692 - W. C. Pound	26.96

January 1953	
Vou. 290949 - R. E. Becker	135.05
Vou. 291087 - W. C. Pound	140.35
February 1953	
Vou. 284488 - W. C. Pound	110.65
Vou. 293029 - R. E. Becker	89.20
March 1953	
Vou. 310971 - W. H. Ferguson	4.95
Vou. 311581 - R. E. Becker	78.90
Vou. 311769 - W. C. Pound	132.75
April 1953	
Vou. 308478 - R. E. Becker	99.40
Vou. 305400 - F. B. Pendleton	40.75
Vou. 310824 - W. C. Pound	113.80
May 1953	
Vou. 330603 - R. E. Becker	44.85
Vou. 332971 - W. C. Pound	79.60
Vou. 332965 - F. B. Pendleton	66.25
Vou. 333399 - G. S. Swanson	24.65
June 1953	
Vou. 322504 - F. W. Oyster (mileage)	84.00
Vou. 321596 - G. L. Phillips "	88.20
Vou. 321598 - E. M. Minor "	63.00 $2 736.87

Material Costs:

October 1952 - F 502 #2305 - Telegraph	
90 ft. strand Galv. steel guy & mess engr. @ ft. .04	3.60 D
November 1952 - F 502 #2305 - Telegraph Move Pole Line	
75 ft. strand galv. steel guy & messenger @ ft. .04	3.00 D
525 lbs. wire copperweld line #9 BWG @ lb. .30	157.50 D Replacing Iron wire see Cr P.18
18 pc. crossarms 10 ft. @ 2.75	49.50
18 " screws fitter drive ½x4½ @ .04	.72
180 " pins locust wood insulator @ .05	9.00
1 lb. nails galv. 6-D @ lb. .07	.07
36 pc. brace crossarm 28" galv. @ .11	3.96
180 " insulators glass standards @.06	10.80
540 lbs. wire copper line #9 BWG @.16	86.40 See Cr. P.18
1387 " " iron line #8 " @.05	69.35 P.18
36 pc. bolts carriage 3/8x4" @.04	1.44
2 " rods, anchor 5/8x7" @1.00	2.00
1200 ft. Whitney Blake outside #14 copper BWG twisted pair @.035	42.00
1/4 lb. tape friction 2" @ lb. 1.00	.25
1/4 " " rubber 3/4" @ lb. 1.20	.30
8 pc. clamps 3 bolt @ .12	.96
2 " anchor rod 5/8x7" @ 2.75	5.50
4400 ft. wire Whitney Blake outside #14 AWG twisted pair @ .03 Junk	132.00 Junked in Field

400 ft. pipe steel 2½" @ .40	160.00		S/B CN.
8 pc. clamps 3 bolt @.12	.96		
15 lb. wire soft drawn copper tie #9 WWG 22" long @ .32	4.80		
10 lb. wire iron tie #9 BWG 13" long @ .12	1.20		
18 pc. bolts crossarm 5/8x14" @ .10	1.80		

December 1952 F 502 #2345 - Signal Construct line change [illegible]

1 ea. pole box type 1236-100 with hinged term. board @ 31.19	31.19	D	See Credit sheet 18
250 ft. 5/16" 5350 lb. Sumans Martin extra Galv. steel strand @ .04	10.00		"
6 ea. angle thimble eye @ .46	2.76		
4 ea. porcelain strain insulators @ .22	.88	D	
16 ea. Galv. 3 bolt guy clamp @ .65	10.40		
6 ea. 5/8x16" galv. thru bolts @.26	1.56	D	
12 ea. 5/8x16" double arming bolt @ .48	5.76		
50 ea. nicopress offset deadend sleeve for #9 BWG wire #92-148-J @ .16	8.00		
10 ea. nicopress offset deadend sleeve for #8 AWG wire #91-128-M @ .25	2.50		
10 ea. nicopress offset deadend sleeve for #6 AWG wire #91-162-J @ .15	1.50		
30 ea. nicopress splice sleeve for #6 AWG wire #1-162-J @ .08	2.40		
10 ea. nicopress splice sleeve for #8 AWG wire #1-128-J @ .15	1.50		Check this

Jan. 1953 F 502 - #121 - Signal

6 ea. Cl.3 30 ft. butt trtd. cedar line pole @ 15.75 21.00 new	94.50		Release material Not Returned ?
2 ea. Cl.3 50 ft. full trtd. fir line pole @ 41.25 [illegible] new	82.50		
1600 ft. #6 AWG copper line wire @ mile 103.00	31.21		
1600 ft. #8 " copperweld line wire W.P. @ lot	30.75		
8000 ft. #9 BWG galv. iron line wire @ mile 22.50	34.09		
110 ea. side groove glass insulators @ .08	8.80		
18 ea. side " porcelain " @ .08	1.44		
18 ea. top " " " @ .19	3.42		
2030 ft. 7 cond. U G cable #14 AWG solid 5/64" wall etc., @ .45	* 913.50	D	* Buried not Remove
700 ft. 1 condr. UG cable #6 AWG 5/64" wall, etc. @ .12	* 84.00		
400 ft. 7 condr. UG cable #9 AWG solid 4/64" wall etc., @ .65	* 260.00	D	
400 ft. 5 condr. UG cable #14 AWG solid 4/64" wall, etc. @ .30	* 120.00	D	
450 ft. 2 condr. UG cable #6 AWG solid @ ft. .47	SH * 211.50		75 % of new
400 ft. 3 " " " #14 " " @ ft. .24	SH * 96.00		
563 ft. 2 " SS aerial cable #6 AWG solid 9/64" wall insulation, etc. @ .68	* 382.84	D	See Cr. P.18
26 ea. breakarm brackets model R 5016 @ 1.88	48.88	D	
4 ea. Chance 8-W anchor @ 2.36	* 9.44		
4 ea. 5/8"x6" galv. rod with thimble eye @1.71	6.84		

End.

Construct line change [illegible]

Febr. 1953 - F 502 - #312 Telegraph

20 pc.	sleeves-splicing #1-114 D @ .06	1.20		
400 pc.	wood pins @ .08	32.00	D	

October 1952 - F 502 #1905 - Signal

1 ea.	10' 10-pin crossarm @ 2.29	2.29	D	
1 ea.	4 6' crossarm @ 1.38	1.38	D	
8 ea.	5/8"x16" galv. double arming bolts @ .48	3.84		
8 ea.	5/8"x16" galv. thru bolts @ .26	2.08	D	
110 ft.	5/16"x5350# Sumans Martin galv. steel strand @ .04	4.40		
3 ea.	thimble eye angle #1100 @ .46	1.38		Cr Page 18
3 ea.	porcelain strain insulators #502A @ .22	.66	D	
6 ea.	Galv. 3-bolt guy clamps @ .65	3.90		
3 ea.	8" Buce anchors with 5/8"x6' galv. rod with thimble eye @ 2.90	8.70		
1000 ft.	single condr. wire #6 AWG solid 5/64" Kerite with UG finish @ .16	160.00		Buried Not Recovered
400 ft.	12 condr. #14 AWG solid UG cable @ ft. .51	204.00		

March 1953 F 502 #525 - Signal Temporary line change

400 ft.	2 condr. #6 AWG aerial cable @ ft. .37	148.00		See credit P. 18
900 ft.	9 condr. #14 Tyred cable @ .05	45.00		
160 ft.	1/4" 3150# Sumens-Martin extra Galv. steel strand @ .02	3.20	D	
80 ft.	5/16" 5350# Sumens-Martin galv. steel strand @ .04	3.20		
3 ea.	Change 5/8"x6' anchor rod with thimble eye @ 1.83	5.49		
6 ea.	Angle thimble eye #1100 @ .46	2.76		
6 ea.	procelain strain insulators #502A @ .22	1.32	D	
12 ea.	galv. 3 bolt guy clamps @ .30	3.60		
8 ea.	nicopress copper offset deadends for #8 AWG wire #91-128-M @ .25	2.00		
40 ea.	nicopress galv. copper offset deadends for #9 BWG wire #92-148-J @ .16	6.40		

F 502 - #468 - Signal

50 ea.	nicopress galv. copper splicing sleeve for #9 BWG wire #2-148-J @ .09	4.50		
10 ea.	nicopress copper splicing sleeve for #8 AWG wire #1-128-J @ .08	.80		
10 ea.	nicopress copper splicing sleeve for #6 AWG wire - #1-162-J @ .08	.80		
13 ea.	10 ft. full treated pole-fir @ 2.25	29.25		See Cr P. 18

F 502 - #468 - Telegraph

50 pc.	sleeves copper #9 @ .11	5.50		
1/2 lb.	tape friction @ lb. .64	.32		

January 1953 - F 502 #3 - Telegraph

1456 lbs.	copper wire #99 @ .16	232.96		Cr P. 1
60 pc.	crossarm braces 28" @ .21	12.60		
60 pc.	fitter Dr. lag screws @ .04	2.40		
400 pc.	insulators - glass @ .08	32.00		
Bch 5 pc.	brackets - point type @ .40	2.00		

January 1953 (Cont'd)		
120 pc. carriage bolts @ .02	2.40	
10000 ft. Whitney Blake twisted pair Teleprine outside #14 AWG Spec. 14 @ .04	400.00	Junked in field
120 pc. washers square 2¼x2¼ @ .05	6.00	
40 pc. crossarms 10 ft. 10 pin wood pin @ 3.49	139.60	Cr. P. 18
July 1953 - F 502 - #1315 - Telegraph		
60 pc. insulators #9291 @ .48	28.80	
Sept. 1953 - F 502 #1740 - Signal		
1000 ft. hard wall conduit 2" @ .49	490.00	Not Recovered Buried in Ballast
2448 ft. 19 condr. self-supporting aerial cable #14 AWG solid - 4/64" wall Kerite insulation, plain covered overall with 2 tapes & asbestos braid, bound to a 5/16" EHS copperweld messenger @ .68	1 664.64	Cr. Recovered in Dec. 1953
October 1953 - F 502 - #1848 - Telegraph		
20 lb. wire tie copper #9 AWG 22" long @ .25	5.00 D	
100 ea. sleeves Nico #2-165-J @ .08	8.00	
20 ea. bolts crossarm SA 16" #9816 @ .33	6.60	
50 ea. screws lag 3/8"x2½" @ .03	1.50	
20 ea. bolts crossarms DA 18" #9868 @ .42	8.40	
F 502 - #1830		
50 ea. sleeves Nico #R-1-114-D @ .16	8.00 D	
25 ea. brackets transp. drop type #9251 @ .58	14.50	
416 lb. wire copper line #9 AWG @ .32	133.12	Cr. P.18
50 ea. pins wood RLP 508 @ .08	4.00 D	
170 ft. conduit 3" @ .96	163.20	5/3 Cr.
5% Handling on 5,316.08	265.80	
Freight Charges		
Seattle to Rowena 259 miles 259 miles x 9.163 tons = 2,373 ton miles 2373 ton miles x .01 per TM	23.73	
Material Released		
Signal - F 502 #525 - March 1953		
3 ea. Cl.3 35 ft. fir pole @ 3.00	9.00	Cr.
10 ea. 10' 10 pin crossarm @ 2.25	22.50	
2 ea. type 1236-100 pole box @ 25.60	51.20	
15 ea. breakarm brackets R 5016 @ 1.03	15.45	
Form 502 - #468		
500 ft. #8 CW line wire lot 9.00	9.00	
5148 ft. #9 BWG Galv. iron line wire lot 22.50	22.50	
500 ft. #6 AWG hard drawn copper line wire lot 9.75	9.75	
Material released from temporary work		
September 1953 - F 502-#1740 - Signal		
20 ea. dbl. arming bolts 5/8x16" N @ .48	9.60	
26 ea. breakarm brackets R 501-6 N @1.88	48.88	
1 11 ea. crossarm 6' 4 pin N @ 1.38	1.38	
1 ea. " 10' 10 " N @ 2.29	2.29	

Ank

Material Released (Cont'd)

1 ea. pole box type 1236-100 N @ 31.19	31.19 Cr
15 ea. angle thimble eye N @ .46	6.90
22 ea. Galv. 3 bolt guy clamps N @ .65	14.30
12 ea. " " " SH @ .30	3.60
440 ft. steel strand wire 5/16" N @ .04	17.60
160 ft. " " " 1/4" N @ .02	3.20
14 ea. Galv. thru bolts 5/8x16" N @ .26	3.64
13 ea. procelain strain insulator N @ .22	2.86
13 ea. 10 ft. poles SH @ 2.25	29.25
563 ft. aerial cable 2 condr. #6 AWG N @ .68	382.84
400 ft. " " 2 " #6 " SH @ .37	148.00
900 ft. tyred " 9 " #14 " N @ .05	45.00

Less depreciation or loss in service life

15% on poles 13 poles on 2.86) 29.25	.43 513 4.39
6% on SH aerial cable 400 ft. on 148.00	8.88
10% on other mat'l. on 599.67	59.97

Telegraph material released per Van Eaton's letter

1571 lbs. wire iron line #6 BWG @ lb. .12	188.52 Cr.
1387 lbs. wire iron line #8 BWG @ lb. .0075	10.40
1996 lbs. wire copper line #9 AWG @ lb. .16	319.36 Dr. P. 14
416 lbs. " " " #9 " @ lb. .32	133.12 Dr. P. 17
40 crossarms 10' 10 pin @ 3.49	139.60
400 pins wood @ .08	32.00
120 washers square 2¼x2¼ @ .05	6.00
60 braces crossarm 28" @ .21	12.60
60 lag screws 4½" @ .04	2.40
400 insulators Glass #42 @ .08	32.00
5 brackets point type @ .40	2.00
120 bolts carriage 3/8"x4" @ .02	2.40
8 clamps 3-bolt @ .12	.96
54 poles WCL Cl. 4 @ 12.25 Permanent pole line is joint signal - telegraph	661.50

Permanent work

Less depreciation or less in service life

15 % on poles on 661.50	99.23	
10% on other mat'l. 682.44	68.24	$5 392.45

Car Rental

January 1953

Vou. 278465 - M. J. Goss Motor Co.	130.12
Vou. 279449 " " "	50.62

February 1953

Vou. 276540 - M. J. Goss Motor Co.	213.91
Vou. 292880 " " "	176.25

March 1953

Vou. 317361 - M. J. Goss Motor Co.	218.58

May 1953

Vou. 319317 - M. J. Goss Motor Co.	157.50

June 1953

Vou. 319574 - M. J. Goss Motor Co.	132.63

Pak

Car Rental (Cont'd)

July 1953
Vou. 341579 - M. J. Goss Motor Co. 130.50

August 1953
Vou. 342098 - M. J. Goss Motor Co. 119.00

September 1953
Vou. 366521 - M. J. Goss Motor Co. 149.00

October 1953
Vou. 366144 - M. J. Goss Motor Co. 120.00 $1 598.11

F 1253 - Outfit & Revenue car rental
October 1952 - Signal 782
15 outfit cars 434 days @ 1.016 440.94
Basis of apportionment
Signal Gang worked 2928 hrs. in month
" " " 410 " on above
410/2928 = .1400273 x 440.94 61.74

X Telegraph Dept. (#503.74) 2757 hrs. worked in month
16 outfit cars 2 days @ 1.016 200 " " on this project. 32.51 5/2

November 1952 (#487.68) 2697 Hrs. worked in month
X Telegraph Dept. worked 6 days 372 on this proj.
16 outfit - 6 days ea. @ 1.016 97.54 5/3

December 1952
Signal 782
15 outfit - 433 days @ 1.016 439.93
Basis of apportionment
Signal Gang worked 2271 hrs. in month
" " " 832 " on above
832/2271 = .3663584 x 439.93 161.17

January 1953
Signal 782
19 outfit cars - ~~438~~ 403 days @ 1.016 445.01
Basis of apportionment
Signal Gang 782 worked 2349 hrs. in month
" " " " 56 " on above
56/2349 = .02383993 x 445.01 10.61

X Telegraph Dept. 2943 hrs. worked
16 outfit cars 18 days ea. @1.016 417 " this job 5/B 139.89
(# [illegible]) [illegible] % 292.61

March 1953
Signal 782
12 outfit cars - 372 days @ 1.016 377.95
Basis of apportionment
Signal Gang 782 worked 2385 hrs. in month
" " " " 448 hrs. on above
448/2385 = .18784067 x 377.95 70.99

May 1953 - Signal
14 outfit cars 434 days @ 1.016 — 440.94
Basis of apportionment
Signal Gang worked 1777 hrs. in month
" " " 160 " on above
160/1777 = .09003939 x 440.94 — 39.70

July 1953 - Signal
12 outfit cars 357 days @ 1.016 — 362.71
Basis of apportionment
Signal Gang worked 2166 hrs. in month
" " " 576 " on above
576/2166 = .26592797 x 362.71 — 96.45

July 1953 - Teleg.
15 outfit cars 8 days ea. @ 1.016 — 121.92
[illegible]

August 1953 - Extra Gang #746
15 outfit cars 426 days @ 1.016 — 432.82
Basis of apportionment
Signal Gang worked 6073 hrs. in month
" " " 184 " on above
184/6073 = .030298 x 432.82 — 13.11

August 1953 - Signal
15 outfit cars - 415 days @ 1.016 — 421.64
Basis of apportionment
Signal Gang worked 2388 hrs. in month
" " " 552 hrs. on above
552/2388 = .231155778 x 421.64 — 97.46

Sept. 1953 - Extra Gang 746
15 outfit cars 426 days @ 1.016 — 432.82
Extra Gang worked 5589 hrs. in month
" " " 27 hrs. on above
27/5589 = .00483092 x 432.82 — 2.09

Sept. 1953 - Signal
15 outfit cars 421 days @ 1.016 — 427.74
Signal Gang worked 2130 hrs. in month
" " " 256 hrs. on above
256/2130 = .12018779 x 427.74 — 51.41 — $1 149.31

Truck Rental

Oct. 1952	SG 782	2T	truck	60 miles
Dec. 1952	"	"	"	144 miles
Jan. 1953	"	"	"	18 miles
Mar. 1953	"	"	"	72 miles
May 1953	"	"	"	72 miles
July 1953	"	"	"	36 miles
Aug. 1953	"	"	"	72 miles
"	EG 746	1½T	"	100 miles
Sept. 1953	SG 782	2T	"	20 miles
"	EG 746	1½T	"	60 miles
"	Engr. Party Pass auto			10 miles
				148 miles

740 miles @ .05 mile — $ 37.00

Time to compile -

Work Order Clerk	21 hrs.	@ 1.9143182	40.20	
Bill Examiner	4-3/4 hrs.	@ 2.065059	9.81	
Comptometer Opr.	2 hrs.	@ 1.737619	3.48	
Typist	3 hrs.	@ 1.7793452	5.34	
3% Vacation on 58.83			1.76	
6½% RRR & UI Tax on 60.59			3.94	
4% Insurance on 60.59			2.42	66.95
Total Amount				$43 521.62

pmh

AD-3 Beaver Ammunition Storage Point 1952
Grad. & Oil Mat Surf. Proj. on Co.
#3794 Roads, 3 mi. E. of Clatskanie

ELMER B. LOYD, COMMISSIONER
DEER ISLAND

CLYDE HENDERSON, COMMISSIONER
VERNONIA

Columbia County Court
JOHN W. WHIPPLE, COUNTY JUDGE
ST. HELENS, OREGON

NOTED
V. R. JONES

October 20, 1955.

NOTED
Harold C. Ayers

Mr. John Cattrall,
City and County Public Relations Department,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Cattrall:

Enclosed herewith please find letter of Major Richard V. Hale, written to our Mr. Archer.

In as much as directional signs are handled by your sign department, I felt this should be routed to them.

Yours very truly,

John W. Whipple

JOHN W. WHIPPLE
County Judge

JWW:n

NOTED
J. P. HALLMANN

RECEIVED
OCT 21 1955

Widdows will reply to Major Hale with copy of letter to Judge Whipple
10-31-55 J

RECEIVED
OCT 21 1955
OREGON
STATE HIGHWAY COMMISSION

HEADQUARTERS
BEAVER ARMY TERMINAL
Clatskanie, Oregon

12 October 1955

Mr. Donald Parcher
County Road Superintendent
Rainier, Oregon

Dear Sir:

Designation of Beaver Ammunition Storage Point has been changed by General Order No. 49, dated 4 Oct 55, effective date 1 Oct 55, from Office of Chief of Transportation, Washington, D. C.

Designation change is from Beaver Ammunition Storage Point to Beaver Army Terminal.

Directional Signs on Oregon public roads reading Beaver Ammunition Storage Point should therefore be changed to read Beaver Army Terminal.

Any information you can make available to this office concerning person or persons to be notified so that sign changes may be made will be greatly appreciated.

Very truly yours,

Richard V. Hale
RICHARD V HALE
Major, TC
Executive Officer

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Dec. 8, 1953

(CONTRACT NO.) AE	(EST. NO.)	(CONTRACTOR)	
3794	6-final	SAXTON, JOHN R.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23601	R-81712	$ 805.56	12/4/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: June 30, 1953

Time Extensions: Extended to Aug. 19, 1953

Completion Date: Aug. 19, 1953

Date Accepted: Sep. 24, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-9-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

12-9-53

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NOV 12 1953
FOR FILING

AP

-9

November 12, 1953

United Pacific Insurance Co.
Fidelity & Surety Dept.
Seattle 14, Washington

Gentlemen:

State Highway Contract No. 3794 for work performed on the Beaver Ammunition Storage Point Access Road Project on County Roads in Columbia County, was completed by the contractor, John R. Saxton, on August 19 and was formally accepted by the Highway Commission on September 24, 1953.

Final payment in the amount of $805.56 will be released to the contractor on or after November 23, 1953. The total contract amount is $26,852.06 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you asyou appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington St.
Portland, Oregon

Portland Branch Office

NOTED ON CARD

11-12-53 gf

NG

AD-

37

November 2, 1953

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to John R. Saxton in connection with contract No. 3794, covering the Beaver Ammunition Storage Point Access Road Project in Columbia County.

This payment, in the amount of $1,602.73, will be released to the contractor on or after November 12, 1953. The retained percentage is $805.56.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands insurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland, Oregon

Portland Branch Office

NOTED ON CARD

11-2-53

RECEIVED
OCT 16 1953
FOR FILING

AD-3

[illegible]

October 14, 1953

Mr. John R. Saxton
P. O. Box 262
Clatskanie, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on September 24, 1953, had under discussion your request for an extension of time from June 30 to August 19, 1953 within which to complete your contract No. 3794, covering the Beaver Ammunition Storage Point Access Road Project in Columbia County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

gl

cc: J. D. Walker,
Division Engineer

Frank Terpin,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
OCT [illegible] 1953
FOR FILING

AD-3

3794

October 5, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 19, 1953 on Contract No. 3794, Beaver Ammunition Storage Point Access Road Section, in connection with Federal Aid Project No. AD-3.

Very truly yours,

R. H. Baldock
State Highway Engineer

DBP:tp

cc: John Cattrall

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SEP 1953
FOR FILING

AD-1

3794

September 22, 1953

Oregon State Highway Commission

Request for extension of time
No. 13
September 24 and 25 Meeting

Gentlemen:

Herewith request for an extension of time from John R. Saxton, Contractor, on the Beaver Ammunition Storage Point Access Road, Contract No. 3794, from June 30, 1953 to August 19, 1953.

Extremely heavy rains during the spring season held up the contractor from completing his grading in sufficient time to place the oil mat surfacing by the specified completion date. Numerous attempts were made to complete the work, but because of the extra moisture it could not be done with satisfactory results.

The delay was not the fault of the contractor, and I would recommend that the extension be granted without penalty. Mr. J. C. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

RECEIVED
SEP 17 1953
FOR FILING

AD-3
3774

September 16th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Beaver Ammunition Storage Point Access Road Contract #3794, Oregon AD-3, from June 30th, 1953, to August 19th, 1953, to John R. Saxton, contractor.

Extremely heavy rains during the spring season held up the contractor from completing his grading in sufficient time to place the oil mat surfacing by the specified completion date. Numerous attempts were made to complete the work, but, because of the extra moisture, it could not be done with satisfactory results.

The delay was not the fault of the contractor, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

R

cc to: H. G. Smith

Form E-1—10M—11-51

ND 3

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 5, 1953

Section Beaver Ammunition Storage Point Access Road

Kind of work Grading and Oil Mat Surfacing

Highway County Road

Section prefix 205-1022

Contractor John R. Saxton

Contract number 3794

Date of contract August 22, 1952

Date of completion June 30, 1953

Date work started September 22, 1952

Estimated date of completion August 19, 1953

Amount of contract $33,555.47

Per cent of time elapsed 117%

Estimated cost of completed project, exclusive of engineering $26,896.46

Per cent of contract completed, based on total contract price 84%

Engineering cost to date $1,574.58, 61%

Date project was completed August 19, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Work was continued on the final estimate in the office.

NOTED
H. G. SMITH

NOTED
FORREST COOPER

RECEIVED
SEP 8 1953
OFFICE OF
CONSTRUCTION ENGINEER

Signed Frank E. Tenpin

Address Box 52, Clatskanie, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.3	0.3		3.52	
Miles partially completed					
Miles completed	0.3	0.3		3.52	
Total estimated quantities	3400	4800		1100	
Estimated quantities moved or placed to date	3228.3	3418		1060	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	cloudy		
Tuesday	clear		
Wednesday	clear		
Thursday	clear		
Friday	clear		
Saturday			

State Printing 53382

Form PR 2 (Revised 1946)

State Oregon

Defense Access Project No. AD-3

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of January, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the ______ day of ______, 19__, a program, which was approved on the ______ day of ______, 19__, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 1st day of August, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of thirty-seven thousand, four hundred and 00/100 dollars ($37,400.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between M.P. 0+00 at Inglis in the SW 1/4, Section 34, T. 8 N., R. 4 W., W.M., and M.P. 3.57, Gate of Beaver Ammunition Storage Point, at the east boundary of Section 22, T. 8 N., R. 4 W., W.M., without exception,

, length 3.569 miles, in Columbia County, being Oregon Defense Access project No. AD-3, consisting of 3.569 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~or a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **thirty-seven thousand, four hundred and 00/100** dollars ($37,400.00), which does not exceed the authorized Federal pro rata share of **thirty-seven thousand, four hundred and 00/100** dollars ($37,400.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to **the State Treasurer** (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon** (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

Oregon State Highway Department

Federal Access Road
Project No. AD-3

BEAVER AMMUNITION STORAGE POINT ACCESS ROAD PROJECT

IN COLUMBIA COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 18, 1952

All Required	Preliminary Engineering	$ 750.00
All Required	Lands, Rights of Way, Easements, Etc.	$ 526.00

CONSTRUCTION

Type Code 3210
Roadway (Mile Point 0.00 to Mile Point 3.57) (Contract No. 3794)

3,400	cu. yds.	Embankment in Place	$ 1.20	$ 4,080.00
2,700	cu. yds.	Materials in Subbase	1.35	3,645.00
1,500	cu. yds.	2" - 0 Material in Base	3.55	5,325.00
600	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.70	2,220.00
120	M-gals.	Sprinkling	3.00	360.00
3.57	miles	Preparation of Base	150.00	535.50
1,100	cu. yds.	Furnishing and Placing Aggregate	5.40	5,940.00
68	tons	Furnishing and Placing 150-200 Asphalt	42.00	2,856.00
42	tons	Furnishing and Placing RS-1 Emulsified Asphalt	44.50	1,869.00
900	lin. ft.	Metal Guard Rail	3.20	2,880.00
300	only	Concrete Sight Posts	8.00	2,400.00
			Subtotal	$32,110.50
			12.5% Engr. & Cont.	4,013.50
			Total	$36,124.00

Length of Roadway	3.569 miles
Cost per Mile	$10,121.60

Funds Required:

Preliminary Engineering	$ 750.00
Lands, Rights of Way, Easements, Etc.	526.00
Construction, Roadway	36,124.00
	$37,400.00

Funds for Maintenance: Chap. 529, Laws 1939

Oregon State Highway Department

Federal Access Road
Project No. AD-3

BEAVER AMMUNITION STORAGE POINT ACCESS ROAD PROJECT IN COLUMBIA COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 18, 1952

All Required	Preliminary Engineering	$ 750.00
All Required	Lands, Rights of Way, Easements, Etc.	$ 1,100.00

CONSTRUCTION

Type Code 3210
Roadway (Mile Point 0.00 to Mile Point 3.57)(Contract No. 3794)

3,400	cu. yds.	Embankment in Place	$ 1.20	$ 4,080.00
2,700	cu. yds.	Materials in Subbase	1.35	3,645.00
1,500	cu. yds.	2" - 0 Material in Base	3.55	5,325.00
600	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.70	2,220.00
120	M-gals.	Sprinkling	3.00	360.00
3.57	miles	Preparation of Base	150.00	535.50
1,100	cu. yds.	Furnishing and Placing Aggregate	5.40	5,940.00
68	tons	Furnishing and Placing 150-200 Asphalt	42.00	2,856.00
42	tons	Furnishing and Placing RS-1 Emulsified Asphalt	44.50	1,869.00
900	lin. ft.	Metal Guard Rail	3.20	2,880.00
300	only	Concrete Sight Posts	8.00	2,400.00

Subtotal	$32,110.50
12.5% Engr. & Cont.	4,013.[illegible] 50
Total	$36,124.[illegible] 00

Length of Roadway	3.569 miles
Cost per mile	$10,121.68

Funds Required:

Preliminary Engineering	$ 750.00
Lands, Rights of Way, Easements, Etc.	~~1,100.00~~ 5[illegible]
Construction, Roadway	36,124.[illegible] 00
	$37,[illegible]31
	37 4[illegible]

Funds for Maintenance: Chap. 529, Laws 1939

RECEIVED
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OREGON DISTRICT
AD-3
[illegible]

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

November 18, 1952

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Beaver Ammunition Storage
Depot Access Road in Columbia
County, Project AD-3

Dear Sir:

Reference is made to my letter of October 22 and your reply of November 12 relative to the possibility of canceling the contract for the above project.

We now have a letter from our Western Headquarters advising that the Depot is a permanent Transportation Corps installation and that no change in access road requirements is foreseen. On the basis of this information the project is to be completed as now authorized.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

Copy to Smith
with notation:
"Advise Walker"

RECEIVED

RECEIVED
FOR FILING

November 12, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of October 22 relative to possibility of canceling the access road contract at the Beaver Ammunition Storage Depot near Clatskanie. We have gone into this matter quite thoroughly, and it does not appear that the contract should be canceled for the following reasons:

Major Thornton, Commandant, states that the base will be discontinued, temporarily at least, as an ammunition loading station, but in the interim the base will be used for harbor craft storage and an operating personnel of approximately 65 men will be stationed there. The access road, he believes, will be needed and he urges that the contract be completed.

County Judge Hunt of Columbia County also expressed his hope that the work be completed, emphasizing the importance of the road not only to the base but also to the surrounding area.

The contractor has already completed the grading work and some of the rock surfacing. He advises that he would agree to elimination of the remaining items in the contract, provided he be paid for the work already done and what he would consider to be expected profit on the work canceled.

It is believed that future contemplated use justifies completion of the work, and it is not recommended that the project be canceled.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 7th, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #3788, request of Mr. Polk that we investigate the possibility of canceling the contract for the improvement of the Access Road Project AD-3 or at least eliminate the oiling on that project.

I am attaching a letter from Mr. Walker who recommends the work be continued, since the Commandant of the base advises there will be 65 men stationed there in need of a modern access road. County Judge Hunt also wishes the oiling done, since it is necessary for the local community. Mr. Saxton states he would not be willing to settle for less than twenty percent of the contract price, although he does not definitely state that the paving contractor would settle for that price.

It would seem that the completion of this road is quite necessary, and that it would be a mistake to leave out any part of the contract.

Very truly yours,

HGSmith
H. G. Smith
Construction Engineer

HGS:AR
Enc.

RECEIVED
NOV 1[illegible] 1952
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-20X 25M 4-52 56808

ORGEON STATE HIGHWAY DEPARTMENT

205-1022

INTER-DEPARTMENT CORRESPONDENCE

~~Salem, Oregon~~
~~November 6, 1952~~

SUBJECT:

To:

Mr. H. G. Smith,
Construction Engineer,
Department.

Dear Sir:

Please refer to your letter and copy of Mr. Polk's letter requesting certain information in connection with the access road to the Beaver Ammunition Loading Depot near Clatskanie.

I contacted Major Thornton, Commandant at the station, and from him received the following information.

The Base is to be discontinued, temporarily at least, as an ammunition loading station, due to possible damage to nearby residents in case of accidental explosion. The discontinuance would be a peacetime measure only. It would in his opinion be reactivated in wartime. In the interim the Base will be used for harbor craft storage, a substantial number of such craft to be there stored and maintained. An operating personnel of approximately 65 men will be stationed there and the Base must be supplied over the access road in question.

Major Thornton urges that the contemplated work now under contract be completed, emphasizing that the Base still will be in operation and of considerable importance.

Judge Hunt of the Columbia County Court was also contacted and expressed his hope that the work could be completed, emphasizing the importance of the road not only to the Base but also to the surrounding area.

The contractor has already completed the grading work and some of the rock surfacing. The Oregon Asphaltic Paving Company has a subcontract for the oiling. The contractor, John Saxton, was contacted by 'phone and indicated that he would be willing to agree to the elimination of remaining items in the contract provided that he be paid for work already done and be paid what he considers to be his and the Oregon Asphaltic Company's expected profit. Saxton agreed to send me a letter setting forth these items but it has not yet arrived. When this is received, I will send you a copy.

I believe that the future contemplated use justifies completion of the work and recommend that the contractor be permitted to fulfill his contract.

Yours very truly,

J. D. Walker,
Division Engineer.

JDW:AM
cc Mr. Frank E. Terpin

P. O. Box 262

JOHN SAXTON

CRUSHED ROCK AND CONCRETE

Clatskanie, Oregon

November 4, 1952

Mr. Doug Walker
Division Engineer
Oregon State Highway Dept.

Dear Sir:

I have talked to my subcontractors and tried to analyze my position in regards to the canceling of my state contract No. 3794 for the regrading and surfacing of the Beaver Ammunition Storage Point Access Road.

As part of the grading on this contract has already been done it would be necessary to complete items 1 and 3 and approximately one half of items 2 and 4 in order for the road to be suitable for all year usage.

This contract is well suited to my existing organization, and as I own the closest suitable source for items 1 and 2 it has a better margin of profit than most construction work. However, it is worth something to me not to have to do the work. I would agree to cancellation of any items on a basis of 20%; which is considerably less than my anticipated profit.

I hope this is in accord with your thinking on the matter.

Sincerely,

John R. Saxton

/S/ John R. Saxton

C
O
P
Y

No. 3728
By WR

ASSIGNMENT

Date: October 23, 1952

Description: **Letter from Mr. Polk dated October 22 re change in status of access road to Beaver Ammunition Storage Depot near Clatskanie.**

Acknowledged by _____ Referred to ___SMITH________

xxx Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________________ signature

Assignment executed 11-10-52 Report received _______

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

408 STATE HIGHWAY BLDG.
SALEM, OREGON

PLEASE RETURN TO
W. C. WILLIAMS
22, 1952

NOTED
W. C. WILLIAMS

On or about October 1 a news item appeared in the Portland papers to the effect that the Army had discontinued the loading of ammunition at the Beaver Ammunition Storage Depot near Clatskanie and that future use of this installation would be confined to moorage of surplus naval vessels. It was further stated that army personnel would be reduced from 200-500 to about 50.

In view of the changed situation, our Division Office raised the question as to whether it might be desirable to either cancel our contract for improvement of the access road, Project AD-3, or if work thereon had started, to revise the original plans for improvement. This office, upon finding that work had begun, recommended that the improvement be completed as planned, but did suggest the possibility of eliminating the oiling providing the contractor would agree to the elimination without a contract adjustment. Our Division Office concurred in our recommendation of completing the contract as awarded. However, our Western Headquarters Office appears reluctant to accept the Division Office recommendations without additional information as quoted below from their letter:

> "It appears that three factors must be considered before a decision can be made. First, is oiling at a cost of over $12,000, necessary in view of the revised access requirements? Second, since the road was originally oiled, would the County be willing to accept the road without re-oiling, accepting the other improvements in lieu thereof; and third, what contract adjustment, if any, would be necessary to eliminate the oiling items?
>
> Will you, therefore, please transmit revised estimates of traffic that will be generated by the Depot, and a statement of the attitude of the County officials toward a revision in the original plans for oiling. Unless the contractor plans to oil this year, there should be ample time to contact him after a decision has been made on the need for the higher type improvement."

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

PLEASE RETURN TO
W. C. WILLIAMS

October 22, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

On or about October 1 a news item appeared in the Portland papers to the effect that the Army had discontinued the loading of ammunition at the Beaver Ammunition Storage Depot near Clatskanie and that future use of this installation would be confined to moorage of surplus naval vessels. It was further stated that army personnel would be reduced from 200-500 to about 50.

In view of the changed situation, our Division Office raised the question as to whether it might be desirable to either cancel our contract for improvement of the access road, Project AD-3, or if work thereon had started, to revise the original plans for improvement. This office, upon finding that work had begun, recommended that the improvement be completed as planned, but did suggest the possibility of eliminating the oiling providing the contractor would agree to the elimination without a contract adjustment. Our Division Office concurred in our recommendation of completing the contract as awarded. However, our Western Headquarters Office appears reluctant to accept the Division Office recommendations without additional information as quoted below from their letter:

> "It appears that three factors must be considered before a decision can be made. First, is oiling at a cost of over $12,000, necessary in view of the revised access requirements? Second, since the road was originally oiled, would the County be willing to accept the road without re-oiling, accepting the other improvements in lieu thereof; and third, what contract adjustment, if any, would be necessary to eliminate the oiling items?
>
> Will you, therefore, please transmit revised estimates of traffic that will be generated by the Depot, and a statement of the attitude of the County officials toward a revision in the original plans for oiling. Unless the contractor plans to oil this year, there should be ample time to contact him after a decision has been made on the need for the higher type improvement."

We will appreciate receiving your answers to the three questions raised as well as an estimate of the revised traffic figure, together with any comments you wish to make relative to carrying the project through to completion as originally designed.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
ON
[illegible] SION

RECEIVED
SEP 30 1952
FOR FILING

AD-3
[illegible]

September 25, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on September 22, 1952 on Contract No. 3794, Dosver Ammunition Storage Point Access Road Section, in connection with Federal Aid Project No. AD-3.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

RECEIVED
SEP 25 1952
FOR FILING

PD

3794

September 25, 1952

Mr. John R. Saxton
P. O. Box 262
Clatskanie, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3794, which was awarded to you on August 22, 1952 by the State Highway Commission, covering the Beaver Ammunition Storage Point Access Road Project in Columbia County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

August 22, 1952

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Dear Sir:

Enclosed are four copies each of a maintenance agreement and encroachment resolution covering the Beaver Ammunition Storage Point Access Road project, Oregon Project AD-3, in Columbia County.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

RECEIVED
OCT [illegible]
FOR FILING

AD-3

3774

August 22, 1952

Mr. John R. Saxton

Clatskanie, Oregon

Dear Mr. Saxton:

The State Highway Commission on August 18 accepted your proposal for the Beaver Ammunition Storage Point Grading and Oil Mat Surfacing Project in Columbia County for the sum of $32,110.50, and on the same day awarded Contract No. 3774 to you subject to concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

confirm

cc - Mr. W. M. Franzwa
Mr. H. G. Smith
Mr. S. H. Probert
Mrs. Goldie Lewis

S+c

RECEIVED
FOR FILING

AD-3

3497

August 22, 1952

Mr. John R. Saxton

Clatskanie, Oregon

Dear Mr. Saxton:

The State Highway Commission on August 18 accepted your proposal for the Beaver Ammunition Storage Point Grading and Oil Mat Surfacing Project in Columbia County for the sum of $32,110.50, and on the same day awarded Contract No. 3724 to you subject to concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

confirm

cc - Mr. W. M. Franzwa
Mr. H. G. Smith
Mr. S. H. Probert
Mrs. Goldie Lewis

S+C

RECEIVED

7-62

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM ☐	SERIAL ☐
DAY LETTER ☐	NIGHT LETTER ☐

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE ☐	LETTER TELEGRAM ☐
VICTORY LETTER ☐	SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
August 22, 1952
11:00 a.m.

Mr. John R. Saxton

Clatskanie, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Beaver Ammunition Storage Point Grading and Oil Mat Surfacing Project on county roads in Columbia County for which you submitted low bid on August 18. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
C. W. Head
Accounting (5001-900)
Files

RECEIVED
FOR FILING

Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

August 22, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project AD-3, Beaver Ammunition Storage Point Access Road, we hereby concur as of this date in award of contract to John R. Saxton of Clatskanie, Oregon, on the basis of his bid of $32,110.50 at the August 18, 1952 bid opening.

Very truly yours,

C G Folk
C. G. FOLK
District Engineer

RECEIVED
AUG [illegible] 1952
FOR FILING

August 22, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and oiling work on the Beaver Ammunition Storage Point Road, east of Clatskanie in Columbia County, Project AD-3, to John R. Saxton of Clatskanie, Oregon, on the basis of the bid of $32,110.50 submitted by him on August 18, 1952.

All rights of entry required for this contract had been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

RECEIVED
AUG 22 1952
FOR FILING

[illegible]

[illegible]

Salem, Oregon
August 21, 1952

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto are five conformed copies of a maintenance agreement with Columbia County providing for the maintenance of the Beaver Ammunition Storage Point Access Road when construction of such road has been completed by the State.

The original of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Columbia County.

Yours very truly,

Secretary

[illegible]
Attach: 5

RECEIVED
AUG 22 1952
FOR FILING

August 21, 1952

County Court of Columbia County
Court House
St. Helens, Oregon

Gentlemen:

We are enclosing herewith for the records and files of the County of Columbia a fully executed copy of a maintenance agreement between the State Highway Commission and Columbia County providing for the maintenance of the Beaver Ammunition Storage Point Access Road when construction of such road has been completed by the State.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

AGREEMENT BY MUNICIPALITY OR POLITICAL SUBDIVISION TO MAINTAIN HIGHWAYS IMPROVED UNDER THE FEDERAL AID ROAD ACT AND ACTS AMENDATORY THEREOF AND SUPPLEMENTARY THERETO

The County of Columbia [illegible], State of Oregon, hereinafter referred to as County, and the Oregon State Highway Commission, hereinafter referred to as the Highway Department, hereby agree as follows:

1. That the Highway Department will submit a project for the improvement of 3.57 miles of the Quincy-Mayger and the Bradbury Slough County Roads highwayXX from the Columbia River Highway

to the gate to the Beaver Ammunition Storage Point

known as the Beaver Ammunition Storage Point Access Road Project, and to be designated as Oregon Project No. AD-3, and will recommend its approval by the Federal Works Administrator for construction with funds apportioned to the State under the Federal Aid Road Act and Acts amendatory thereof and supplementary thereto subject, however, to the condition that the County shall provide for its proper maintenance after completion of its improvement.

2. That the said County hereby requests the Highway Department to submit the aforementioned project with recommendation that it be approved by the Federal Works Administrator, and agrees that if such project is approved and constructed by the Highway Department and the Federal Works Administrator it thereafter, at its own cost and expense, will maintain the project in a manner satisfactory to them, or their authorized representatives, and will make ample provision each year for such maintenance.

3. That the said County hereby agrees to bear the

cost, if any, of maintaining such of its streets or roads as may be used as detours during the performance of the work on the aforementioned project.

4. That the said County hereby agrees that:

(a) All signs and traffic control devices and other protective structures erected on or in connection with this project shall be in conformity with such manual of uniform traffic-control devices as may be adopted by the American Association of State Highway Officials, approved by the Highway Department, and concurred in by the Federal Commission of Public Roads.

(b) No signs (other than those specified in paragraph (a) above), posters, billboards, roadside stands, or other private installations shall be permitted within the right-of-way limits of this project.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the County on the 5th day of Aug, 1952, and the Highway Department on the 18th day of August, 1952.

County of Columbia
By
County Judge

By Clyde Henderson
County Commissioner

By Donald Parches
County Commissioner

ATTEST: C. W. Wiseman
County Clerk

OREGON STATE HIGHWAY COMMISSION
/s/ By Ben R. Chandler
As Chairman

/s/ By Chas. H. Reynolds
As Commissioner

/s/ By M. K. McIver
As Commissioner

/s/ ATTEST: H. [illegible]. Glaisyer
Secretary

Form cc-30
Page 2

OREGON PROJECT AD-3

RESOLUTION

WHEREAS, a County Road in **Columbia** County, State of Oregon, known as the **Quincy-Mayger and the Bradbury Slough** County Road, is routed through the County of **Columbia**, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and **Columbia** County, the section adopted for improvement being more particularly described as follows; to wit:

From the Columbia River Highway to the gate to the Beaver Ammunition Storage Point, a distance of 3.57 miles

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said county road until and unless the said County of **Columbia** will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road; and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues

NOW THEREFORE, IT IS HEREBY RESOLVED by the County Court of **Columbia**

Form cc-12

County, Oregon, that no encroachments will be permitted on the county road, known as the **Quincy-Mayger and the Bradbury Slough** County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of **Columbia** County, Oregon, this 8th day of Aug 1952.

Attest:

County Clerk

By

County Judge

By Donald Parchis

County Commissioner

By Clyde Henderson

County Commissioner

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

August 11, 1952

Columbia County Court
Courthouse
St. Helens, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

This is to acknowledge receipt of seven copies of a maintenance agreement and six copies of an encroachment resolution signed by the County Court covering the proposed Beaver Ammunition Storage Point Access Road. Also, receipt of the letter permitting use of County owned materials is acknowledged.

Thank you for your cooperation in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:MM

DONALD PARCHER, COMMISSIONER
RAINIER

CLYDE HENDERSON, COMMISSIONER
VERNONIA

COLUMBIA COUNTY COURT
J. W. HUNT, COUNTY JUDGE

ST. HELENS, OREGON

August 8, 1952

RECEIVED
AUG 11 1952
ENGINEER
COUNTY & CITY RELATIONS

Oregon State Highway Department
Salem,
Oregon

Attention: John W. Cattrall

Gentlemen:

Enclosed find herewith signed copies of maintenance agreement and resolution covering improvement of the Beaver Ammunition Storage Point Access Road.

In addition to the above, the Court hereby grants permission for removal of materials in connection with said improvements from the County-owned quarry approximately 1.35 miles southeast of M. P. 0.3, as well as borrow fill material from the County-owned borrow pit adjacent to the Quincy School property, all in accordance with verbal agreement by Commission Parcher.

Respectively submitted,

COLUMBIA COUNTY COURT

By
J. W. Hunt

By
Donald Parcher
Donald Parcher

By
Clyde Henderson
Clyde Henderson

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

August 6, 1952

TED
EMANN

Honorable Columbia County Court
Court House
St. Helens, Oregon

Gentlemen:

Enclosed are seven copies each of a standard form of maintenance agreement and encroachment resolution covering the proposed improvement of the Beaver Ammunition Storage Point Access Road. Execution of the agreement and adoption of the resolution are required by the Bureau of Public Roads prior to award of a contract. Please return all seven copies of the maintenance agreement and six copies of the encroachment resolution to this office. After signature by the Highway Commission a fully executed copy of the agreement will be returned for the County's records.

In addition, we would like for our files a letter signed by the Court giving the Highway Department permission to remove material for use in the subbase from the County-owned quarry approximately 1.35 miles southeast of M. P. 0.3 and to borrow fill material from the County-owned borrow pit located on the east side of the road at M. P. 0.3. The use of this material was agreed upon verbally by Mr. Parcher. The letter is merely a formality to complete our records.

Please mail the signed copies of the agreement and resolution, together with the letter permitting use of material from the County-owned quarry and borrow pit, so as to arrive in this office prior to August 11.

For your information and records, a copy of the plans and specifications are being forwarded under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engr., County & City Relations

RECEIVED
FOR FILING

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

August 1, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project AD-3, Beaver Ammunition Storage Point Access Road, have today been recommended for approval subject to such changes as may be required by our Division Office. This is to authorize your advertising for bids.

Concurrence in award must be withheld pending submission of a statement that all rights of way or rights of entry have been acquired.

Very truly yours,

C. G. Folk
C. G. FOLK
District Engineer

RECEIVED
[illegible]

RECEIVED
AUG 1952
FOR FILING

FORM E-30 25M 1-52 98419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 1st, 1952

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
Office

OTED

Dear Sir:

In regard to Assignment #5620, the plans for the Beaver Ammunition Storage Point Access Road are being prepared, and the job will be on the August letting.

Mr. Polk has reviewed the plans and approved them.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
AUG 4 1952
OFFICE OF
STATE HIGHWAY ENGINEER

No. 5620
By RH

ASSIGNMENT

Date: July 25, 1952

Description: Letter 7-23-52 from C. G. Polk inquiring as to possibility of receiving bids for Beaver Ammunition Storage Point Access Road, Columbia Co., at August 18-19 meeting.

Acknowledged by ____ Referred to H. G. SMITH

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
XXReturn with rough draft of reply
Please prepare for ________________ signature

Assignment executed 7-8-52 Report received ________
H

Remarks:

RECEIVED
[illegible] 1952
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

July 23, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

On June 16, 1952 we advised that funds in the amount of $750.00 had been made available for the survey of Project AD-3, Beaver Ammunition Storage Point Access Road in Columbia County and authorized you to proceed with the survey.

We are now informed that $35,850. have been made available to cover construction, construction engineering and right of way. As improvement of the project is an urgent need it is requested that preliminary work be expedited to the end of letting the project to contract at an early date. May we inquire as to the possibility of receiving bids for it at the August 18-19 Commission meeting.

As only a small amount of funds has been earmarked for right of way acquisition, we desire to be consulted before options are closed.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

March 21, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

With reference to the possibility of improving an access road to serve the Beaver Ammunition Storage Point in Columbia County, I note from correspondence that the cost is estimated at $36,600, which, in my estimation, appears to be in order, but I note there is nothing set up for acquisition of right of way.

Mr. McMullen's report indicated that acquisition of the private right of way needed is to be cleared by the County with the Diking District. The information we now have is that the Diking District will not acquire any additional right of way, as it considers it had ample for its needs, and the Court will not acquire additional right of way. Now the cost of additional right of way needed to improve the 70° curve may be nominal in amount, but whatever the amount may be the Highway Commission is in no position to carry such cost.

If this access project is to be carried out, provisions should be made in the allocation of access funds to provide for the necessary acquisition of right of way to improve the 70° curve, which seems to be the main hazard on the existing roadway, and at this curve it is noted from the report that two automobiles, loaded with people, and one army truck and trailer have plunged into deep water, resulting in two deaths from drowning.

Before final plans are made for following through on this access project, the matter of payment for the right of way should be determined.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms bl

cc Mr. Eason

[illegible] [illegible] Corporation, Hearing [illegible]
[illegible] [illegible] [illegible]
[illegible] [illegible] [illegible]

Form E-1—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section: Shogren - Rowena Unit Mosier - The Dalles Section
For Week Ending: October 3, 1953, 19
Highway: Columbia River
Kind of work: Grading & Paving
Contractor: Parker - Schram Co.
Section prefix: 33-1031
Date of contract: August 22, 1952
Contract number: 3795
Date work started: Sept. 10, 1952
Date of completion: Sept 30, 1953, 19
Amount of contract: $1,392,735.77
Estimated date of completion: Nov. 15, 1953, 19
Per cent of time elapsed: 100 %
Estimated cost of completed project, exclusive of engineering: 1,337,580.00 $~~1,380,187.50~~
Per cent of contract completed, based on total contract price: 90 %
Engineering cost to date $23,547.46, 22 %
Date project was completed: , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor: Drilling crew on tunnel this week expect to make the last large shot next Monday or Tuesday Shots not to good leaving large boulder to be re-shot taking more time to remove cut.

Contractor expects to have main part of cut out next week.

2 - 0 Base rock placed on road bed except between station 1793 and 1824.

Will place 3/4 - 0 topping the first of next week and should start paving 1824 to 1890 about next Thursday.

Paving completed from 1574 to 1740. Will finish paving Rogers Section Monday. Tuesday will pave Bridge Ends at Hood River.

W. E. Chandler, Division Engineer And Dean Swift Ass't Division Engineer was over job Wednesday.

Party: Set grade and slope stakes all week.

FORREST COO

RECEIVED
OCT 5 1953
CONSTRUCTION ENGINEER

Signed .... Resident Engineer
Address Box 420 The Dalles, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	Borrow MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.83	2.83	1.23	6.07	5.41
Miles partially completed	2.83	1.8	1.23	3.2	3.2
Miles completed	1.8	None	1.23	3.2	3.1
Total estimated quantities	443,000	32,000	780,000	2300 cu yd 240 Tons	16,000 ton
Estimated quantities moved or placed to date	434,000	19,000	773,000	610 cu yd 75 tons	8650
Average daily quantities	1665	1700	None	None	940
Average daily quantities necessary to complete project on time	Overrun	Overrun	Overrun	Overrun	Overrun
Number shifts per day	2	2			1
Hours per shift	8	8			10
Average force on project for week	25	28			14

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 2, Power graders 2, Rollers 3, Mixers ...., Crushing ~~or screening~~ Paving Plant 1 plants 1

Compressors 3, Bulldozers 2, Sheep-foot rollers Euclids 7, Water Wagon 1, Garryall 1 ....

Barber Green 1 Dump Trucks 7

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Showers		
Tuesday	Cloudy		
Wednesday	Showers		
Thursday	Showers		
Friday	Fair		
Saturday	Fair		

State Printing

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 13, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3795	3-final	Leslie Harris

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23981	None	$ 0.00	2/11/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

The minus quantity which resulted when this estimate was figured, in the sum of $129.10, has been reconciled by check received from Mr. Harris, on Feb. 11, 1953. For mere record this voucher has been placed in our files as "Reference Voucher - No. Charge" and this release forwarded to you for your signature.

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
DEC 19 1952
FOR FILING

December 19, 1952

General Casualty Company of America
General America Agency
707 N. W. 19th Ave.
Portland, Oregon

Gentlemen:

State Highway Contract No. 3795 covering the East Connection, Boardman Junction Section of the Columbia River Highway in Morrow County was completed by the contractor, Leslie Harris, on October 22 and was formally accepted by the Highway Commission on November 24, 1952.

The engineers' final checkup at the Salem Office disclosed there has previously been a slight overpayment made to the contractor. For this reason there will be no final payment forthcoming. The total contract amount is $12,155.40 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD

RECEIVED
DEC [illegible] 1952
FOR FILING

377

December 17, 1952

Mr. Leslie Harris
805 S. E. Court Avenue
Pendleton, Oregon

Dear Sir:

Reference is made to the final estimate for the East Connection, Boardman Junction Project, Contract No. ~~[illegible]~~ 3795.

Due to oversight at the time of making semifinal payment, no deduction or retention was made to cover the cost of the crushed aggregate furnished by the State. As a result, the $12,284.50 paid to you on estimates 1 and 2 is $129.10 in excess of the amount to which you are entitled.

Accordingly, we are submitting herewith, along with your copies of the Final Estimate Sheet and the Final Estimate Voucher, an invoice in the amount of $129.10.

Your prompt payment of the amount of this invoice, accompanied by the carbon copy of the invoice, will be appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

Encl.

RECEIVED

[illegible]

December 13, 1952

Mr. Leslie Harris
805 S. E. Court Ave.
Pendleton, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on November 24, 1952, had under discussion your request for an extension of time of 30 days, from September 30 to October 30, 1952, within which to complete your contract No. 3795 covering the East Connection of the Boardman Junction Section of the Columbia River Highway in Morrow County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

John H. Walker,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
7
FOR FILING

37[illegible]

November 7, 1952

General Casualty Compnay of America
General America Agency
707 N. W. 19th Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Leslie Harris on contract No. 3795, for grading and surfacing on the East Connection, Boardman Junction Section of the Columbia River Highway in Morrow County.

This payment, in the amount of $6,055.96, will be released to the contractor on or after November 17, 1952. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD
11 [illegible]

Form E-1—10M—11-51

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 31, 19 52

Section East Connection Boardman, Junction

Kind of work Grading and Oil Mat Surfacing

Highway Columbia River

Section prefix 25-1025

Contractor Leslie Harris

Contract number 3795

Date of contract Aug. 28, 19 52

Date of completion Sept. 30, 19 52

Date work started Sept 5, 19 52

Estimated date of completion Oct. 22, 19 52

Amount of contract $ 12,924.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 12,764.50

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 970.00, 81 %

Date project was completed Oct. 22, 1952, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed the removal of his equiptment from the project this week.

Field Crew worked this week on the Arlington Section and the office crew worked on the same.

Mr. Booth and Mr. Cooper along with a representative of the Shell Oil Co. were met in Arlington and discussed the possibilities of revamping or moving of the Shell Oil Co. installations.

NOTED
H. G. SMITH

RECEIVED
NOV - 3 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Address Boardman, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.62	0.62		0.62	
Miles partially completed	0.62	0.62		0.62	
Miles completed	0.62	0.62		0.62	
Total estimated quantities	5,288	2,935		270	
Estimated quantities moved or placed to date	5,288	2,935		270	
Average daily quantities	-	-		-	
Average daily quantities necessary to complete project on time	-	-		-	
Number shifts per day	-	-		-	
Hours per shift	-	-		-	
Average force on project for week	-	-		-	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Cloudy		
Wednesday	Cloudy	slight rain	
Thursday	Cloudy		
Friday	Cloudy		
Saturday			

RECEIVED
NOV [illegible] 1952
FOR FILING
[illegible]
3792

October 31, 1952

Request for extension of time
No. 3
November 24 and 25 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Leslie Harris for an extension of time on Contract No. 3792, East Connection, Boardman Junction Section, from September 30, 1952 to October 30, 1952.

Delay in the acquisition of right of way on this unit shortened the working time to 31 days, which was not sufficient for the actual prosecution of the work. The delay was not the fault of the contractor, and the State was not inconvenienced by the overrun.

This project was actually completed on October 22, 1952, and I would recommend the extension to that date without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure
cc Mr. H. G. Smith

hi

CEIVED
OR FILING

September 19, 1952

Mr. Leslie Harris
805 S. E. Court Avenue
Pendleton, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3795, which was awarded to you on August 28, 1952 by the State Highway Commission, covering the East Connection of the Boardman Junction Section of the Columbia River Highway in Morrow County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING

3795

AGENDA

August 28, 1952

Mr. Leslie Harris
805 S. E. Court Avenue
Pendleton, Oregon

Dear Mr. Harris:

The State Highway Commission on August 19, 1952, accepted your proposal for grading and oil mat surfacing on the East Connection, Boardman Junction Section of the Columbia River Highway in Morrow County for the sum of $12,924.80 and on the same day awarded contract No. 3795 to you subject to clearance of right of way. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

ed

cc - Mr. W. M. Franswa
Mr. H. G. Smith
Mr. S. H. Probert
Mrs. Goldie Lewis

5+C

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
August 28, 1952
11:05 a.m.

Mr. Leslie Harris
805 S. E. Court Avenue
Pendleton, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for East Connection, Boardman Junction Section of Columbia River Highway in Morrow County for which you submitted low bid on August 19. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
C. W. Head
Accounting (5001-900)
Files

FORM E-20 87,500 4-52 56906

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

August 28, 1952
Salem, Oregon

SUBJECT: East Connection, Boardman Junction Section

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Right of way has been acquired for the East Connection, Boardman Junction Section of the Columbia River Highway.

Forrest Cooper
Forrest Cooper
Right of Way Engineer

FC:jb

FF-141(13) North Slough Culvert. 1942
(On the Hauser-Coos Bay Section
#3746 of Oregon Coast Highway)

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 27, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3796	5-final	TOM LILLEBO

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
5197	B-62903	$ 1,907.44	3/26/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: July 31, 1953

Time Extensions: None

Completion Date: Jan. 26, 1953

Date Accepted: April 8, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-10-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Acting Secretary

Warrant Mailed: [illegible] 3
a a Wicklander

NOTED ON CARD
4-13-

RECEIVED
8 1953
FOR FILING

CF-14(13)

3796

March 17, 1953

Glens Falls Indemnity Co.
Pacific Coast Department
6th Floor, Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3796 for constructing the North Slough Bridge on the Oregon Coast Highway in Coos County was completed by the contractor, Tom Lillebo, on January 26, 1953 but has not as yet been formally accepted by the Highway Commission.

Final payment in the amount of $1,907.44 will be released to the contractor after acceptance by the Commission. The total contract amount is $25,516.31 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

3-17-53

RECEIVED
SEP 25 1952
FOR FILING

September 25, 1952

Mr. Ben Flaxel
Attorney at Law
I.O.O.F. Bldg.
North Bend, Oregon

Dear Mr. Flaxel:

We are enclosing herewith for the records and files of the North Slough Diking District a fully executed copy of an agreement between the State Highway Commission and the North Slough Diking District concerning installation of tide gates on a culvert structure at North Slough, Coos County.

Will you please forward this agreement to Mr. Willis Peterson, Secretary, North Slough Diking District. Thank you.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

RECEIVED
SEP 25 1952
FOR FILING

Salem, Oregon
September 25, 1952

Agenda Item 2-h

Mr. R. H. Baldock
State Highway Engineer
Office

Attached hereto for further handling are two fully executed copies of an agreement with the North Slough Diking District concerning installation of tide gates on a culvert structure at North Slough, Coos County.

The original of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to Mr. Ben Flaxel, Attorney-at-Law, for transmittal to Mr. Willis Peterson, Secretary, North Slough Diking District.

Yours very truly,

Secretary

rn

RECEIVED
FOR FILING

September 25, 1952

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3796, which was awarded to you on September 3, 1952 by the State Highway Commission, covering North Slough Bridge on the Oregon Coast Highway in Coos County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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FOR FILING

2001

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

September 10, 1952

Mr. Ben H. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
225 S. W. Broadway
Portland 5, Oregon

Gentlemen:

As you know, the contract awarded at the August Commission meeting for the construction of a culvert over North Slough, in Coos County, included the furnishing and installing of tide gates, with the latter item being included in the contract at the request of the North Slough Diking District, and with the understanding that the Diking District would pay the entire cost of the tide gates, which cost is estimated to be in the sum of $1,800.00.

A contract was prepared by this office and delivered to the Diking District for execution, which contract has been signed by the Superintendent and Secretary of the District and returned to this office, together with a copy of an order of the County Court of Coos County, approving the contract and its execution by the Superintendent and Secretary of the District, and the District's check in the sum of $1,800.00 has also been delivered to the Department.

Copies of the agreement have been delivered to Mr. Glaisyer for presentation to the Commission for signature at the September meeting.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - R. H. Baldock
H. B. Glaisyer
G. S. Paxson

FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 18, 1952

SUBJECT:

To:
Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

Enclosed herewith are the original and three copies of an agreement between the Commission and the North Slough Diking District concerning the installation of tide gates on the culvert being constructed by the State over North Slough, by the terms of which agreement the State is furnishing and installing the tide gates in connection with the culvert construction contract, and the District is paying the full cost of the tide gate installation, which cost is estimated to be in the sum of $1,800.00.

Also enclosed herewith for processing is the District's check in the sum of $1,800.00, making the deposit required by the terms of the agreement. Also enclosed herewith for your files is a copy of the order of the County Court of Coos County approving the contract and the execution by the Superintendent and the Secretary of the District. Filed in Misc C & A 1615

Two fully executed copies of the agreement should be returned to this office for forwarding to the Diking District.

Yours very truly,

C W Enfield
C. W. ENFIELD
Chief Counsel

CWE:avh
cc - R. H. Baldock
G. S. Paxson
C. H. Maison
Encl.

2 h

FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

MISC. CONTRACTS and AGREEMENTS No. 145

Salem, Oregon
September 17, 1952

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
OFFICE

Dear Mr. Glaisyer:

Please place the following matter upon the agenda for the September meeting of the Commission:

Agreement with North Slough Diking District concerning installation of tide gates on a culvert structure at North Slough in Coos County, which installation is to be made by the State and at the sole cost of the District.

Yours very truly,

C W Enfield
C. W. ENFIELD
Chief Counsel

CWE:sth

Journal for 3 copies [illegible]
[illegible]

"A"
4 copies to Engineer

Journal to file
BY SECRETARY

C.C.R.

RECEIVED
OCT [illegible] 1952
FOR FILING

CF-[illegible]

AGENDA
SEP 30 1952

4-R

September 5, 1952

Mr. Tom Lillebo
Reedsport, Oregon

Dear Mr. Lillebo:

The State Highway Commission on August 18 accepted your proposal to construct the North Slough Culvert on the Hauser-Coos Bay Section of the Oregon Coast Highway in Coos County for the sum of $24,915.00, and on the same day awarded contract No. 3776 to you subject to concurrence by the Bureau of Public Roads. This note is to inform you that such condition has now been satisified.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of yesterday.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

md

cc - Mr. W. [illegible]. Franzwa
Mr. H. G. Smith
Mr. S. H. Probert
Mrs. Goldie Lewis

S+C

RECEIVED
SEP 4 1952
FOR FILING

COPY FOR: Files

DOMESTIC SERVICE Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM ☐	SERIAL ☐
DAY LETTER ☐	NIGHT LETTER ☐

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE ☐	LETTER TELEGRAM ☐
VICTORY LETTER ☐	SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
September 4, 1952
5:00 p.m.

Mr. Tom Lillebo

Reedsport, Oregon

The State Highway Commission has received satisfaction of condition governing award to you of contract for North Slough Culvert on Hauser-Coos Bay Section of Oregon Coast Highway in Coos County for which you submitted low bid on August 18. Contracts forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
SEP 4 1952
FOR FILING

September 3, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: North Slough Culvert
F.A.P. Oregon BF-141(13)

Reference is made to our letter of August 27 wherein we requested your concurrence in the award of the contract for the above job. Contrary to information in the first paragraph of our letter, we propose to award the contract as of this date.

All rights of way required for the above job have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

CAG/ds

cc G. S. Paxson

RECEIVED
[illegible] 17 1952
FOR FILING

August 27, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: North Slough Culvert
F.A.P. Oregon BF-141(13)

At the Highway Commission's meeting on August 18, they accepted the low bid of Tom Lillebo in the amount of $24,915 for the construction of the above job and awarded the contract for the work to the low bidder. The Commission authorized and instructed the Engineer to prepare the contracts for execution by the contractor when concurrence in the award of the contract has been received from you. This is our request for such a concurrence.

As you know, the low bid is 11.7 per cent above our estimated cost for the work. The Commission's reasons for accepting this low bid, even though it is in excess of the usual allowable 10 per cent above the estimate, is explained as follows: At the time the estimates were prepared, our Bridge Department was of the opinion that the culvert could be constructed without the use of cofferdams and based their estimate for excavation on such procedure. It was apparent from the bids received for the excavation item that such is not the case, and that in order to perform the excavation it will be necessary for the contractor to use cofferdams. In view of this, figures submitted by the low bidder appear to be entirely reasonable, and we have no reason to believe that a cheaper bid would be received should the present low bid be rejected and the work readvertised for bids. Also, this particular culvert is within the limits of a grading contract now under way, and any further delay in getting the culvert under construction is going to seriously hamper the progress on the grading work. The Commission believes it to be to the best interests of the State to go ahead with the construction of the culvert immediately on the basis of the low bid received.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

CAG/ds

cc G. S. Paxson

RECEIVED
FORM E-123X 25M 11-51
FOR FILING

Cross Referenced To:
Coast
101 Coos

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Cross Referenced To:

August 1, 1952

Mr. Ben C. Flaxel
Attorney at Law
I. O. O. F. Building
North Bend, Oregon

Dear Mr. Flaxel:

Enclosed herewith are the original and three copies of a revised agreement between the State and the North Slough Diking District concerning the furnishing, installation and maintenance of tide gates at the downstream end of a culvert to be located beneath the highway in a new channel to be provided for North Slough. This agreement provides that the State will furnish and install the tide gates, as a part of its contract for construction of the culvert, for the Diking District, and at the sole cost of the Diking District, and that the Diking District will thereafter maintain the tide gate.

The agreement further provides that the Diking District will deposit with the State at the time of returning the signed copies of the agreement the sum of $1,800.00 to cover the cost of furnishing and installing the tide gates.

It is requested that you take the necessary action to secure execution of this agreement by the proper officials of the District and return the original and one signed copy to this office for execution by the Highway Commission, after which one fully executed copy will be returned to you.

As was agreed with respect to the original form of agreement, it is requested that you secure an order from the County Court approving this obligation to be assumed by the District, and authorizing the officers of the District to enter into the contract.

It is planned to let the contract for construction of this culvert and the tide gates at the meeting of the Commission to be held on August 18th and 19th, and it will be necessary for the enclosed agreements to be executed by the District and returned to this office prior to that time.

Yours very truly,

C. W. ENFIELD
Chief Counsel

cc - W. C. Williams
G. S. Paxson

CWE:avh

RECEIVED
AUG 1 1952
OFFICE
STATE H

RECEIVED
FOR FILING

FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 17, 1952

SUBJECT: North Slough Tide Gate

To:

Mr. C. W. Enfield
Chief Counsel
Office

Dear Sir:

Herewith three prints from our Drawing 10461 which shows the plan for the North Slough Bridge and the tide gate which is to be attached thereto.

Our negotiations with the drainage district provide that the district bear all the cost of the gate itself, which would include the treated timber, the bolts which hold it together, and the hinges that attach the gate to the structure. The district would also bear the cost of installing these gates and would be entirely responsible for their maintenance. The State, without cost to the district, will build the concrete structure to which the gates are attached.

At the request of the district we will advertise for bids with the gates as a separate item so that the cost can be definitely determined. This separate item will provide for the furnishing of all material in the gates and their installation on the structure. We have previously given the district an estimate of $1,800 as a cost of furnishing and installing the gates. Now that the design is complete, I believe that the estimate is rather high and that a figure of $1,200 would probably be ample to cover it; however, since the $1,800 estimate is already given the district, it might be better to use this figure in the agreement. The agreement should provide that the district deposit with the State a certified check in the amount of bid on the item of furnishing and installing the gates, submitted by the contractor who is the low bidder on the entire project. We should withhold the award of the contract until this check is deposited with us. In order to expedite the matter, the district should be required to deposit the check immediately after bids are received.

Very truly yours,

G. S. Paxson
Bridge Engineer

Encl.
GSP:gm
cc W. C. Williams

ADDRESS ONLY THE REGIONAL DIRECTOR
FISH AND WILDLIFE SERVICE
AND REFER TO

RECEIVED
FOR FILING

UNITED STATES
DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

OFFICE OF REGIONAL DIRECTOR
~~100 WEATHERLY BUILDING~~
PORTLAND, OREGON
18
Swan Island

REGION 1
WASHINGTON
OREGON
CALIFORNIA
NEVADA
IDAHO
MONTANA

Copy made for Mr. Paxson

July 8, 1952

Oregon State Highway Department
Salem, Oregon

Attention: Mr. W. C. Williams
Assistant State Highway Engineer

Gentlemen:

Reference is made to your letter of July 1, 1952, in connection with tide gates on the North Slough near Hauser.

We agree with the Oregon Fish Commission that the type of tide gate now in use at Larsen Slough is adequate for the site at Hauser.

Very truly yours,

Leo L. Laythe
Regional Director

NOTED
W. C. WILLIAMS

FOR DEFENSE
BUY
UNITED
STATES
SAVINGS
BONDS
AND STAMPS

RECEIVED
JUL 5 1952
FOR FILING

July 3, 1952

Corps of Engineers, U. S. Army
Office of the District Engineer
628 Pittock Block
Portland 5, Oregon

Attention: Mr. T. W. Ragsdale

Gentlemen:

Reference is made of your letter of July 1, concerning the proposed tide box and fill at North Slough at Hauser.

The Oregon State Fish Commission asked that the tide gates be similar to those at Kentuck Slough or Larson Slough. The gates which we have designed are identical with the gates used at Larson Slough. The structure at Kentuck Slough has not yet been built, and in the last revision of the plans which I saw they had changed the type of gate to one similar to the one we used at Larson Slough. We do not consider that the original design which they submitted was practicable.

We have also been in touch with the Federal Fish and Wildlife Service advising them of the type of gate we proposed to use. We have no intention of reducing the size of the tide boxes regardless of how the gates are hung.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

GSP:mk
cc: G. S. Paxson

ASS MENT

No. 352

By Wew

Date: July 2, 1952

Description: Letter 1 July 1952 from Army Engineers re tide gates for proposed fill across North Slough at Hauser, Oregon.

Acknowledged by _ _ _ _ _ Referred to _ _ _ _ PAXSON _ _ _ _ _ _ uly 1952

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
XX Please prepare for _ _ _ _ Williams _ _ _ _ _ _ _ _ _ signature

Assignment executed _ _ _ _ _ _ Report received _ _ _ _ _ _ _

PLEASE RETURN TO
W. C. WILLIAMS

Remarks: er.

PLEASE RETURN TO
W. C. WILLIAMS

Gentlemen:

This office has received letters from the Oregon State Fish and Game Commissions and a copy of a letter to you from the Federal Fish and Wildlife Service, all requesting that the tide gates for the proposed fill across North Slough at Hauser, Oregon be similar to those being installed by the Kentuck Inlet Water Control District in Kentuck Slough.

The Fish and Game Commissions have been advised that the type of gate installed is not the concern of this office and that the jurisiction of the Department of the Army extends only insofar as proposed work would affect navigation and, in some instances, flood control.

It is noted that the elevation of the top of fill for the highway is not shown. However, by scaling it appears that it is about 15 feet above mean lower low water. It has been estimated that during a critical period of high tide and extreme flood runoff, the water surface will reach about 12 feet, or 3 feet below highway surface, and that the three 8' x 10' tide boxes are adequate to accommodate the flood waters to this extent. However, if it appears advisable to change the design of the tide gates now proposed, to meet the desires of the Fish and Game Commissions and the Federal Fish and Wildlife Service, it is suggested that no reduction be made in the size of the tide boxes as this may result in their becoming inadequate for extreme freshets during high tide and may result in over-topping of the highway.

As the elevation of the top of the highway fill is not shown, it is requested that this be supplied so that it may be added to the drawings.

For the District Engineer:

Very truly yours,

NOTED
W. C. WILLIAMS

Frank C Linton

T. W. Ragsdale,
Chief, Operations Division.

RECEIVED
JUL 3 1952
OREGON
STATE HIGHWAY COMMISSION

ADDRESS REPLY TO
THE DISTRICT ENGINEER
(NOT TO INDIVIDUALS)

CORPS OF ENGINEERS, U. S. ARMY
OFFICE OF THE DISTRICT ENGINEER
PORTLAND, OREGON DISTRICT
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPKS-4

1 July 1952

REFER TO FILE
NO. NPP 800.6(North Sl.-Dams)-1.

Oregon State Highway Department,
Salem, Oregon.

Attention: Mr. W. C. Williams,
Asst. State Highway Engineer.

PLEASE RETURN TO
W. C. WILLIAMS

Gentlemen:

This office has received letters from the Oregon State Fish and Game Commissions and a copy of a letter to you from the Federal Fish and Wildlife Service, all requesting that the tide gates for the proposed fill across North Slough at Hauser, Oregon be similar to those being installed by the Kentuck Inlet Water Control District in Kentuck Slough.

The Fish and Game Commissions have been advised that the type of gate installed is not the concern of this office and that the jurisiction of the Department of the Army extends only insofar as proposed work would affect navigation and, in some instances, flood control.

It is noted that the elevation of the top of fill for the highway is not shown. However, by scaling it appears that it is about 15 feet above mean lower low water. It has been estimated that during a critical period of high tide and extreme flood runoff, the water surface will reach about 12 feet, or 3 feet below highway surface, and that the three 8' x 10' tide boxes are adequate to accommodate the flood waters to this extent. However, if it appears advisable to change the design of the tide gates now proposed, to meet the desires of the Fish and Game Commissions and the Federal Fish and Wildlife Service, it is suggested that no reduction be made in the size of the tide boxes as this may result in their becoming inadequate for extreme freshets during high tide and may result in over-topping of the highway.

As the elevation of the top of the highway fill is not shown, it is requested that this be supplied so that it may be added to the drawings.

For the District Engineer:

NOTED
W. C. WILLIAMS

Very truly yours,

Frank C Linton

T. W. Ragsdale,
Chief, Operations Division.

RECEIVED
JUL 2 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
RM E-123X 25M 11-51
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

✓ 14-1(13)

July 3, 1952

NOTED
W. C. WILLIAMS

Flaxel & Todd
Attorneys at Law
Suite 210, I. O. O. F. Building
North Bend, Oregon

Attention: Mr. Ben C. Flaxel

Re: North Slough Diking District

Gentlemen:

Thank you for your letter of June 30, 1952, wherein you advise that you have had a meeting of the North Slough Diking District and that new officers have been appointed, and that the contract between the State and the District will be executed and returned to this office within the next week or so.

We plan to let the contract for construction of the structure over North Slough in August, and the Highway Department is agreeable to including in this project the building and hanging of the gate, if the District is desirous of the matter being handled in this fashion, assuming that the District is willing to assume the obligation of reimbursing the State for all costs and to deposit in advance the estimated costs thereof.

I will appreciate your advising me as early as possible as to whether or not the District desires this work to be included in its contract so that our plans and specifications for the job may include this matter.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - W. C. Williams
G. S. Paxson

RECEIVED
JULY 1952
FOR FILING

FORM E-30X 15M 1-52 85419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 2, 1952

SUBJECT: North Slough Culvert
and Tide Box

To:

~~Mr. C. W. Enfield~~
~~Chief Counsel~~
~~Office~~

NOTED
W. C. WILLIAMS

Dear Sir:

Yesterday you told me that the drainage district at North Slough asked that we purchase and install the gates on the North Slough Culvert and that they would reimburse us for these costs. We are willing to do this, subject to having the money on deposit for the gates before we actually incur the obligation.

We will cover the gates by a separate item in taking bids on this structure. When bids are received and we know the cost of the gates, the district must deposit with us a certified check in the amount of the bids on the item; and they must further agree that, in the event changes become necessary during construction and we increase the cost of these gates, they will reimburse the State for these additional costs over and above the amount which they had previously deposited with us.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP/ds

cc W. C. Williams ✓

RECEIVED
JUL 3, 1952
FOR FILING

3499

July 1, 1952

U. S. Department of the Interior
Fish and Wildlife Service
Swan Island
Portland 18, Oregon

Attention: Mr. Paul T. Quick

Gentlemen:

We have your letter of June 26 with reference to the tide gates on the North Slough at Hauser.

This matter has been discussed with the Fish Commission of Oregon, and they recommended that we use tide gates similar to those installed at Larson Slough between Hauser and Coos Bay or at Kentuck Slough.

The gates are to be paid for and maintained by a small drainage district. The type of gate originally proposed for Kentuck Slough is quite expensive, and in our opinion is not a practicable gate. In fact the Kentuck Slough gates have not been built, and there has been a revision of the plans which make two of the three proposed gates of the same type as the Larson Slough gate on the state highway. From our conversations with the State Fish Commission it appears that they regard these Larson Slough gates as adequate, and we would greatly prefer them over the type originally proposed for Kentuck Slough.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

GSP:mk 1g
cc Mr. G. S. Paxson

ASSIGNMENT

No. 24/9
By WC

Date: June 30, 1952

Description: Letter from Paul T. Quick, Acting Regional Director, Fish and Wildlife Service, Swan Island, re public notice from District Engineer, dated June 12, 1952, on application for approval of highway fill with tide gates across North Slough

Acknowledged by ------ Referred to - Paxson ------

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xx Return with rough draft of reply
Please prepare for ------------------ signature

Assignment executed 7-1-52 Report received ---------

Remarks:

PLEASE RETURN TO W. C. WILLIAMS

PLEASE RETURN TO W. C. WILLIAMS

REGION 1
WASHINGTON
OREGON
CALIFORNIA
NEVADA
IDAHO
MONTANA

5, 1952

NOTED W. C. WILLIAMS

NOTED G.S.PAXSON

Oregon State Highway Department
Salem, Oregon

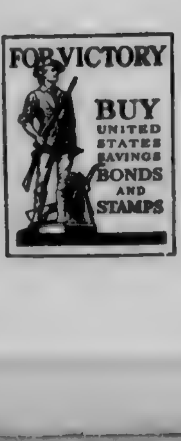
Gentlemen:

We have received a copy of a public notice from the Office of the District Engineer, dated June 12, 1952, concerning the application which your Department has filed for approval of a highway fill with tide gates across North Slough of Coos Bay at Hauser, Oregon.

North Slough provides a passage-way for runs of silver salmon and steelhead trout on their route to spawning areas. While the number of fish in these runs and in many similar areas along the Oregon Coast are not large, in the aggregate a very valuable population of fish is involved. For this reason it is highly desirable that consideration be given to maintaining each population of fish. We, therefore, suggest that tide gates of a similar design to those proposed for Kentuck Slough, also located on Coos Bay, be specified for this installation. These particular tide gates have been approved by the Game Commission, Fish Commission, and Fish and Wildlife Service.

Very truly yours,

Paul T. Quick
Acting Regional Director



[redacted]

ADDRESS ONLY THE REGIONAL DIRECTOR
FISH AND WILDLIFE SERVICE
AND REFER TO

1-33

UNITED STATES
DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

OFFICE OF REGIONAL DIRECTOR
~~600 WEATHERLY BUILDING~~
PORTLAND, OREGON
18
Swan Island

REGION 1

WASHINGTON
OREGON
CALIFORNIA
NEVADA
IDAHO
MONTANA

PLEASE RETURN TO
W. C. WILLIAMS

June 26, 1952

Oregon State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

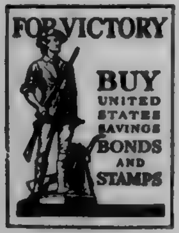
Gentlemen:

We have received a copy of a public notice from the Office of the District Engineer, dated June 12, 1952, concerning the application which your Department has filed for approval a highway fill with tide gates across North Slough of Coos Bay at Hauser, Oregon.

North Slough provides a passage-way for runs of silver salmon and steelhead trout on their route to spawning areas. While the number of fish in these runs and in many similar areas along the Oregon Coast are not large, in the aggregate a very valuable population of fish is involved. For this reason it is highly desirable that consideration be given to maintaining each population of fish. We, therefore, suggest that tide gates of a similar design to those proposed for Kentuck Slough, also located on Coos Bay, be specified for this installation. These particular tide gates have been approved by the Game Commission, Fish Commission, and Fish and Wildlife Service.

Very truly yours,

Paul T. Quick
Acting Regional Director



OREGON STATE GAME COMMISSION

1634 S. W. ALDER STREET
P. O. BOX 4136
PORTLAND 8, OREGON

June 17, 1952

The District Engineer
U. S. Corps of Engineers
628 Pittock Block
Portland 5, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

We have received your Public Notice of June 12 concerning the application by the Oregon State Highway Department for approval of location and plans for a highway fill with tidegates across North Slough of Coos Bay at Hauser, Oregon. We have also checked the maps and plans for the work that are on file in your office.

North Slough currently maintains small runs of silver salmon and steelhead trout and probably cutthroat trout. The numbers of fish produced in these smaller coastal streams may not be large for each individual stream but in the aggregate they assume considerable importance, and we are very interested in maintaining their productivity at as high a level as possible. We suggest that tidegates of a similar design to those proposed for Kentuck Slough be specified for this installation. Indications are that tidegates of this design will perform their function satisfactorily and still have a good chance of passing fish in an adequate manner.

We appreciate the opportunity to comment on this proposed project.

Very truly yours,

P. W. SCHNEIDER
STATE GAME DIRECTOR

By C. J. Campbell

C. J. Campbell, Chief
Basin Investigations

CJC:t

c.c. Oregon State Highway Commission
Fish Commission of Oregon
U. S. Fish and Wildlife Service

COPY

RECEIVED
[illegible] 1952
FOR FILING

R. C. Shepard - Salem.
Board of Directors
Coos Bay Oyster Co-op.
Owns 80 beds - 10 acres - 1/8 acre per bed

Paid \$50.00 per bed for land. 25% down with contract balance to be paid from profits.
[illegible]

Cost to seed is not more than \$30 per bed. 1/3 of beds harvested each year - 1/3 of beds seeded.

No stockholder has ever recieved a dividend. Some profits have been made but have gone to pay debts for cannery - Boats etc.

Present value of Co-op - exclusive of oyster beds - about \$160,000.00.

Land originally cost owners \$400.00 per acre - some paid more for choice locations but these mean nothing now as profits - if any - are distributed evenly among owners - so much per bed.

Cost of seeding - \$240.00 per acre.
Total value if seeded - 640.00 per acre

If R.O.W. only paid for - 20 acres at 640^{00} = $12,800 - Double this and say $25,000.

If Entire 280 acres destroyed value at 640^{00} per acre = $180,000±

Probably not more than 70% of beds on land side - value - 70% of 180,000 $126,000

Auditor - Lawrence Rich

RECEIVED
MAY 6 1952
OFFICE OF
STATE HIGHWAY ENGINEER

If R OW only paid for - 20 acres at $640^{\underline{00}}$ = $12,800 - Double this and say $25,000.

If Entire 280 acres destroyed value at $640^{\underline{00}}$ per acre = $180,000±

Probably not more than 70% of beds on land side - value - 70% of 180,000 $126,000

Auditor - Lawrence Rich

RECEIVED
MAY 6 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

Cross Referenced To:

Cross Referenced To:

[illegible]

5 5-52

Cross Referenced To:
Coast
R/W
101 - Coos.

WESTERN UNION

1201

W. P. MARSHALL, PRESIDENT

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=Int'l Letter Telegram
VLT=Int'l Victory Ltr.

day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

SHINGTON DC 5 428P= 1952 MAY 5 PM 2 06

GHWAY ENGINEER=

SALEM ORG=

NOTED
State Highway Engineer

HOUSE TODAY PASSED BILL AUTHORIZING CONSTRUCTION OF DAM AND DIKE ON NORTH SLOUGH COOS COUNTY NOW GOES TO PRESIDENT FOR SIGNATURE=

HARRIS ELLSWORTHTEL.

Read to [illegible]
HS

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CEIVED
FOR FILING

5-5-52

Cross Referenced To:
Const
R/W
101-Coos.

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1201

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

SYMBOLS
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NL=Night Letter
LT=Int'l Letter Telegram
VLT=Int'l Victory Ltr.

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA055

PR•NA472 GOVT PD=WASHINGTON DC 5 428P= 1952 MA 5 PM 2 06

R H [redacted] STATE HIGHWAY ENGINEER=
SALEM ORG=

NOTED
State Highway Engineer

HOUSE TODAY PASSED BILL AUTHORIZING CONSTRUCTION OF DAM AND DIKE ON NORTH SLOUGH COOS COUNTY NOW GOES TO PRESIDENT FOR SIGNATURE=

HARRIS ELLSWORTHTEL•

[illegible]

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
FOR FILING

FORM E-20X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 25, 1952

SUBJECT:
North Slough at Hauser

To:
Mr. C. W. Enfield
Chief Counsel
Office

W C WILL

Dear Sir:

The following matters are suggested as pertinent to the proposed agreement between the State and the North Slough Drainage District covering the tide gates on the culvert which we propose to install at North Slough.

1. The State is rebuilding the Oregon Coast Highway in that section between Hauser and Coos Bay in Coos County.

2. The existing Oregon Coast Highway now crosses North Slough on a bridge which provides a central span 41 feet in length which can be opened to permit the passage of boats, pile drivers, dredges or other marine equipment.

3. The reconstructed Oregon Coast Highway will cross North Slough at a point approximately 600 feet downstream from the existing bridge. The new crossing will be in Section 14, Township 24 South, Range 13 West, W.M.

4. The structure which the State proposes to construct on this new line will be a concrete culvert having three openings 10 feet in height and 8 feet in length. The location and general plan of the structure is shown on the attached prints which I submit for an exhibit in the proposed agreement. There is a considerable area of tillable land lying above the highway which now floods at high tide. It is to the advantage of the property owners that the tide be prevented from affecting this land.

If a bridge were to be built at this site, the State would be under the necessity of maintaining and operating a drawspan. It is to the advantage of the State to close this channel to navigation so that the drawspan can be eliminated.

In view of the advantages to both the drainage district and the State, it is proposed that tide gates be installed at the downstream end of the proposed culvert, which will allow the fresh water flow to pass out but will prevent tide water from passing into the area.

5. Under our arrangement the State is to provide the necessary right of way to build and maintain the culvert structure which carries the highway including a provision that we design the end of the culvert so that tide gates can be installed and operated. The district is to furnish, install, and maintain the tide gates for which provision will be made on the culvert. These tide gates will be of treated lumber with adequate hardware for their construction and installation. The gates are to be built and installed in accordance with plans prepared by the State. The district is to be entirely responsible for the maintenance and operation of the gates, and the State should be relieved of any responsibility in case of failure to operate at any time.

6. A log dump is now being operated on North Slough, downstream from the existing bridge but upstream from the proposed new culvert. It is not feasible to continue the log dump in its present location as logs could not be passed through the new culvert. The State is therefore acquiring sufficient right of way and constructing a new log dump on the south bank of the channel change which will be made in North Slough to replace the existing log dump. The general location of the channel change and proposed log dump is shown on Sheet 2 of the attached sketchs.

7. The closing of a navigable stream requires either an act of Congress or an act of our state legislature before the matter can even be brought to the U. S. Engineers for a hearing as to practicability. This matter has been with our Congressional delegation for some time and we are advised that House Bill 5632 has been approved and our most recent advice is that Senate Bill 2285 has been reported favorably by the Public Works Committee. These two bills cover the matter. We have not yet received definite advice that the matter has gone to the President for signature.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
Attached

cc W. C. Williams ✓

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

[illegible]

4-9-52

Cross Referenced To:
Coast
R/W
101 [illegible]

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1201

(25)

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

NOTED
State Highway Engineer

.LLC314 1 1952 APR 9 PM 3 37

PR.NA345 PD=FAX WASHINGTON DC 9 425P=

Rec'd by mail from
Portland 4-10-52

R H BALDOCK
MAIL FROM PORTLAND ORG=STATE HIGHWAY ENGINEER
SALEM ORG=

NORTH $\overset{s}{F}$LOUGH BILL PASSED BY SENATE TODAY AND NOW GOES SALEM ORE TO PRESIDENT=

GUY CORDON=

Read to Mr. [illegible]
H.S.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
FOR FILING
C
[illegible]
[illegible]

Cross Referenced
Const
Rlw
101-Coos

File

WESTERN
UNION

PRA165 WM83 1952 MAR 25 PM 2 57

W.SNA141 GOVT DL PD=SN WASHINGTON DC 25 550P=
R H BALDOCK=
STATE HIGHWAY ENGINEER SALEM OREGON=

PLEASED TO ADVISE FINALLY ABLE TO PERSUADE SENATE PUBLIC WORKS COMMITTEE TO TAKE POLL OF COMMITTEE AND S.2285, NORTH SLOUGH BILL WAS REPORTED TO SENATE TODAY. WILL KEEP YOU ADVISED=

GUY CORDON USS=

Referred to Mr. Paxson

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	X

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		LETTER TELEGRAM	
VICTORY LETTER		SHIP RADIOGRAM	

RECEIVED
MAR 20 1952
FOR FILING

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
	adm [illegible] Legis - Nat'l.			

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM ORG MAR 19 1952

HARRIS ELLSWORTH M.C.

HOUSE OFFICE BLDG WASHINGTON D. C.

THANK YOU FOR PUSHING H. R. 5652 ON NORTH SLOUGH. NONPASSAGE BILL HOLDING UP CONTRACT WORK.

R. H. BALDOCK

cc Mr. G. S. Paxson

C
O
P
Y

WESTERN
UNION

PR.WA043 GOVT PD=FAX WASHINGTON DC 19 2421 1952 MAR19 AM 11 54

R H BALDOCK
STATE HIGHWAY ENGINEER

PUBLIC WORKS COMMITTEE TODAY FAVORABLY REPORTED H.R. 5652 ON NORTH SLOUGH. WILL URGE HOUSE ACTION AT EARLIEST POSSIBLE DATE.

HARRIS ELLSWORTH M.C.

Original referred to Mr. Paxson

RECEIVED
FOR FILING

File

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER ☒

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM ORG MAR 4 1952

SENATOR GUY CORDON
SENATE OFFICE BUILDING
WASHINGTON DC

PLEASE ADVISE STATUS OF ENABLING ACT FOR NORTH SLOUGH, SENATE BILL 2285. CONSTRUCTION OF THIS SECTION IS BEING DELAYED BY LACK OF AUTHORITY TO CROSS THIS WATERWAY.

R H BALDOCK

8194 IVED

FILING

SUBJECT: 2317

Postal Transportation Service
OFFICE OF DISTRICT SUPERINTENDENT
DISTRICT NO. 4 ,13 DIVISION

IN REPLY MENTION
INITIALS, FILE NUMBER, AND DATE

Y:W

Portland 8, Oregon
April 21, 1952

Oregon State Highway Commissioners
Salem, Oregon

Gentlemen:

It has come to my attention that present plans for the improvement and relocation of U. S. Highway 101 provide for limited access only at Hauser, Oregon.

Perhaps you are aware that recent developments in the transportation of U. S. mails contemplate the diversion of mails from railroads to trucks whenever and wherever an economy in transportation costs can be effected, and the interests of the postal patrons safeguarded. In line with this, a truck route to transport mails between Eugene and Coos Bay, Oregon, with service at all intermediate offices enroute, has been surveyed and will receive serious consideration.

Such a route will necessitate the use of large transport trucks with concomitant dock and access facilities at the various offices to be served.

It is essential to the satisfactory operation of a truck route such as the one proposed that unrestricted access be allowed if that can be arranged without serious disruption to your program.

Mrs. Dora Hauser, the Postmaster at Hauser, has signified her intention to erect a new building to house the post office and her plans will include the necessary loading area and platforms for handling mails by truck.

May we add our plea to hers, for a sympathetic consideration of her petition for the assignment of commercial access facilities at Hauser? We have found that limited access from highways have hampered our efforts to provide good mail service greatly and we trust that our concern will be understood for this reason.

Respectfully yours,

Paul G. Young

P. G. Young,
Acting District Superintendent.

7

11:30 a.m.
Mr. Ben Flaxell

DELEGATIONS

Date of Meeting April 22, [illegible]

State Highway Commission

NAME	ADDRESS (City or Town)	BUSINESS (Capacity)
[illegible] Kaye [illegible]	Hauser	
Ben Flaxel	North Bend	Attorney

[illegible] at the April [illegible] conditioned upon clearing of the right [illegible] and enactment by Congress of necessary legislation for the closing of North Slough, but rather that the Commission hold the two lowest bids and make the award of the contract at a subsequent meeting, probably at the May meeting.

The reason for this recommendation is that at the time of opening of the bids at the April meeting, Congress will not have enacted the desired legislation, and furthermore, there are some very complicated acquisitions across tidelands involving oyster beds that will have to be accomplished by condemnation, and we will not be in a position to even tender an offer to the owners until such time as we have had the benefit of advice from the Engineering Department with respect to the effect of our highway fill upon tides that flow over the oyster beds and until we have secured the advice of experts in oyster raising with respect to the damage that might be caused by the acquisition and construction of the highway, which damage, of course, would constitute in a large part the compensation that the State will have to pay.

If the contract were to be awarded in April, conditioned upon the clearing of these several items, the acceptance would be at variance with the proposal, and we could thereby get entangled in legal difficulties, either by attempting to force the contractor to perform, if he did not wish to enter into a contract, or we might find it difficult to be relieved from entering into a contract if we should find at the end of the sixty-day period that these matters are not cleared up and

[illegible]VED
FOR FILING
FORM E-30X 25M 3-51 47199

Agenda file

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 8, 1952

SUBJECT:

To:

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Mr. Baldock:

Pursuant to the provisions of the proposal for the grading and paving of the Hauser-Coos Bay Section of the Oregon Coast Highway, which job is up for letting at the April meeting, it is provided that all proposals shall be submitted subject to acceptance within sixty days from the date of opening.

I recommend that this contract not be awarded at the April meeting, with such award being conditioned upon clearing of the right of way and enactment by Congress of necessary legislation for the closing of North Slough, but rather that the Commission hold the two lowest bids and make the award of the contract at a subsequent meeting, probably at the May meeting.

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1952
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FORM E-30X 25M 3-51 47199

Agenda file

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JAN 30 1952
FOR FILING

AS

January 24, 1952

Larson Inlet Drainage District

Haynes Inlet Drainage District
Route 1, Box 416
North Bend, Oregon

Gentlemen:

We have your letter of January 20 with reference to the new Oregon Coast Highway across the mouth of Haynes Inlet.

Our first thought in this matter was to do what you have suggested, that is, to put in a dike and tidegate. The matter was discussed informally with the U. S. Engineers, and they indicated that they would not look favorably on such a proposal because it would cut off a large volume of tidal basin and that they needed all the tidal basin that they could get in Coos Bay in order to maintain sufficient current across the bar during tide changes to keep the channel open. We can appreciate their viewpoint in this matter and the importance of tidal basin in Coos Bay, and, in view of their attitude, we did not go further with the scheme of dike and tidegate at this point.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gm
cc C. S. Paxson

we did not wish to enter into the contract. All of these possible legal entanglements can be avoided by the Commission holding the two low bids for a period not to exceed sixty days.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - W. C. Williams
Forrest Cooper

RECEIVED
JAN 30 1952
FOR FILING

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Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson

Date: January 23, 1952

ASSIGNMENT

No. 315
By [illegible]

PLEASE RETURN TO
W. C. WILLIAMS

Description: Letter of January 20 by Haynes Inlet Drainage Dist. and Larson Inlet Drainage Dist. re construction of new highway just north of McCullough bridge and its effect on their drainage districts

Acknowledged by ----- Referred to ---- ~~Farsen~~ ✓ ----- uary 20, 1952

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
xxx / Please prepare for ~~Williams'~~ ---- W. C. WILLIAMS signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 1-24-52 Report received --------

Remarks:

We of the Haynes Inlet, in conjunction with the Larson Inlet Drainage District have been seriously discussing the construction of the new State Highway just North of McCullough bridge and its effect on our drainage districts.

The property owners and all those affected have decided to request that when the proposed highway is constructed that provision be provided the State construct a tide box rather than an open span to enable the Agriculture Reclamation Districts to construct and hang tide gates. This single operation would solve our drainage problems and bring several hundred acres of tide land into useful farming land with much benefit to the State.

We are now contacting the Port Commission to see if any of its members have any objections to our closing this part of the inlet. Those members so far contacted have been favorable.

We wanted to contact you as soon as possible so that you could give this situation serious consideration before bids are let for the construction of this particular part of the highway.

We will be very glad to hear from you giving your personal recommendations.

NOTED
W. C. WILLIAMS

RECEIVED
JAN 23 1952

Sincerely

HAYNES INLET DRAINAGE DISTRICT
Hugo Recher vice president
BY C A Fisher Director
Margaret [illegible] Sec.
LARSON INLET DRAINAGE DISTRICT

BY Gerhard Wilkens

PLEASE RETURN TO
W. C. WILLIAMS

January 20, 1952

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. R. H. Baldock

Gentlemen:

We of the Haynes Inlet, in conjunction with the Larson Inlet Drainage District have been seriously discussing the construction of the new State Highway just North of McCullough bridge and its effect on our drainage districts.

The property owners and all those affected have decided to request that when the proposed highway is constructed that provision be provided the State construct a tide box rather than an open span to enable the Agriculture Reclamation Districts to construct and hang tide gates. This single operation would solve our drainage problems and bring several hundred acres of tide land into useful farming land with much benefit to the State.

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We will be very glad to hear from you giving your personal recommendations.

NOTED
W. C. WILLIAMS

Sincerely

HAYNES INLET DRAINAGE DISTRICT.
Hugo Recker vice president
BY C A Fisher Director
Margaret [illegible] Sec'y.
LARSON INLET DRAINAGE DISTRICT

BY Gerhard Wilkens

RECEIVED
JAN 23 1952
[illegible] STATE HIGHWAY COMMISSION

RECEIVED
[illegible] 18 1951
FOR FILING

September 14, 1951

Mr. Ben C. Flaxel
P. O. Box 576
North Bend, Oregon

Dear Mr. Flaxel:

Pursuant to the conference between Mr. Paxson of this department and yourself in North Bend yesterday, I can advise as to the State's plans for the reconstruction of the Oregon Coast Highway between North Bend and Hauser as follows:

The new highway follows along the east bank of North Slough to a point approximately 800 feet below the crossing of North Slough by the existing highway. At this point the highway will cross North Slough and proceed north toward Reedsport. At the crossing of North Slough the State can either build a bridge or install a multiple-barreled culvert with tidegates. At this conference it developed that the property owners upstream from the crossing were desirous of the installation of the culvert and tidegate and that a diking district had been initiated several years ago, the status of which is now in doubt. If this district can be reconstituted so that the Highway Commission will have a legally organized body to contract with, the Commission will enter into a contract under which the State will build the highway embankment and the structure carrying our highway across the slough.

The lower end of this multiple-barreled culvert will be so arranged that treated-timber tidegates can be hung, shutting off flow of salt water on flood tide.

The State will expect that the district will pay the cost of furnishing and installing the gates and will accept the entire responsibility for the maintenance and operation of the gates. The State will maintain and operate the structure carrying the highway over the canal.

It would be appreciated if you would keep us advised as to progress which is made in the formation of the district. We hope to place this section under contract in the near future, and it is quite important that the district organization proceed at once.

Very truly yours,
R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

GSP:gm
cc G. S. Paxson

RECEIVED
FOR FILING

August 15, 1951

Oregon State Highway Commission

Gentlemen:

At such time as we are ready to start reconstruction of US101 between Hauser and North Bend, we will need a permit from the Army Engineers to cross North Slough and Haynes Inlet. In making application for such permits it is necessary that we furnish evidence of minute entry from the Commission minutes, showing authority for the application.

This matter will be on the next agenda, and I request your authority to make application for the necessary permits.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. G. S. Paxson

WCW:me er

FORM E-30 25M 3-51 47100

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 13, 1951

SUBJECT:

To:

Mr. W. C. Williams
Asst. State Highway Engineer
Office

NOTED
W. C. Williams

Dear Sir:

It will be necessary that we make application to the U. S. Engineers for permit to cross North Slough and Haynes Inlet in Coos County and the Scholfield River at Reedsport in Douglas County with the Oregon Coast Highway. I would suggest that this be presented to the Commission at their next meeting so that we have a minute entry showing the authority for the application.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP:gm

5P

9-1-1

STATE OF OREGON)
) ss
County of Marion)

I, H. B. Glaisyer, Secretary of the Oregon State Highway Commission, do hereby certify that the attached is an excerpt of the August 20 and 21, 1951 minutes, approving authority to the Highway Engineer to make application for permits to construct certain bridges over the North Slough and Haines Inlet and the Scholfield River on the Oregon Coast Highway at Reedsport, and entered in Volume XXXVI, Part II, of the minute book wherein official acts of the said Oregon State Highway Commission are recorded, has been compared by me with the original entry and that the same is a true and correct copy of said portion of said minutes.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Oregon State Highway Commission this 24th day of August, 1951.

HBGlaisyer

Secretary
OREGON STATE HIGHWAY COMMISSION

EXCERPT FROM MINUTES OF HIGHWAY COMMISSION MEETING HELD ON
August 20, 1951 and August 21, 1951

Volume 36, Part 2

Portland, Oregon
August 20, 1951

The State Highway Commission convened in regular session at 9:00 a.m. in the Green Room of the Imperial Hotel. Present were:

Ben R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
Milo K. McIver, Commissioner
R. H. Baldock, State Highway Engineer
W. C. Williams, 1st Asst. State Highway Engineer
W. W. Stiffler, 2nd Asst. State Highway Engineer
Forrest Cooper, Right of Way Engineer
J. M. Devers, Chief Counsel
C. W. Enfield, Assistant Counsel
Fred A. Miller, Assistant Counsel
C. H. Armstrong, Parks Superintendent
Malcolm H. Hawke, Auditor
H. B. Glaisyer, Secretary

****

The Engineer advised that reconstruction of the Oregon Coast Highway between Hauser and North Bend will involve construction of bridges over North Slough and Haines Inlet, which are considered navigable bodies of water, and, before the bridges can be built, permits must be obtained from the US Army Engineers, authorizing such construction. He also pointed out the need to secure a similar permit from the US Army Engineers for construction of a new bridge across Scholfield River on the Oregon Coast Highway at Reedsport. He requested authority to file applications with the Army Engineers for necessary permits. The Commission approved the request by unanimous vote.

****

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FOR FILING

Cross Referenced To:
Coast
R/W
101-Coos

January 2, 1952

Senator Guy Cordon
Senate Office Building
Washington 25, D. C.

Dear Senator Cordon:

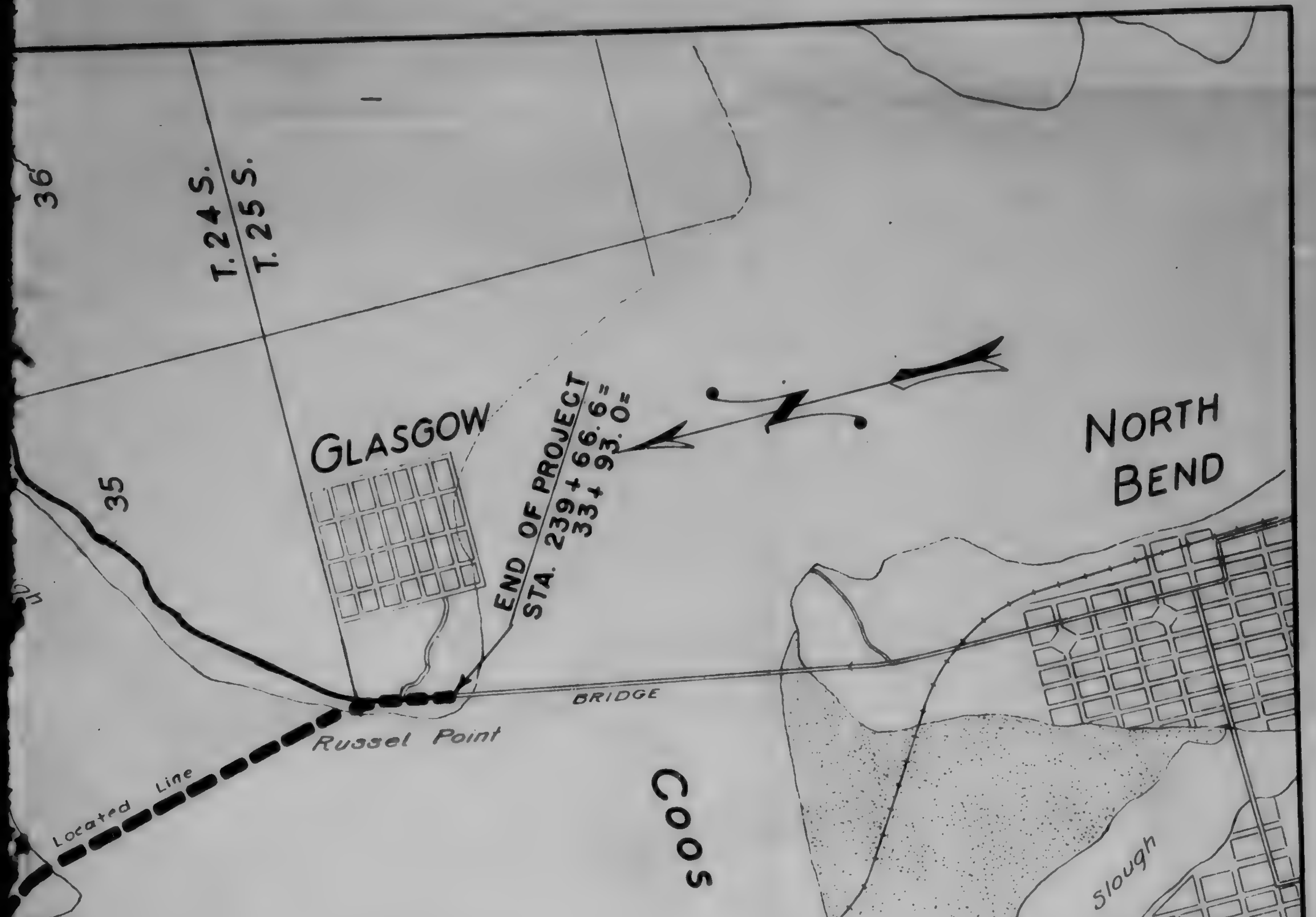
This is again in reference to the bill authorizing the closure of North Slough in Coos County to navigation, which is Senate Bill No. 2285. Since Congress is now back in session, I hope that some early action can be taken on the bill as this authorization is necessary before we can proceed with the reconstruction of the section of Coast Highway north of Coos Bay. I realise that the Congress is occupied with major problems, but, since this is a routine matter and no controversy of any kind exists, I am hoping that you can slide it into the program some place.

With best personal regards, I am

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
cc G. S. Paxson


36
T. 24 S.
T. 25 S.
35
GLASGOW
END OF PROJECT
STA. 239 + 66.6 =
33 + 93.0 =
NORTH
BEND
BRIDGE
Russel Point
Located Line
COOS
BAY
Pony
Slough
℄
variable
100' 240'
variable
100' 180'
8' 11' 11' 8'
R/W Line
R/W Line
TYPICAL SECTION

OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP

HAUSER - NORTH BEND

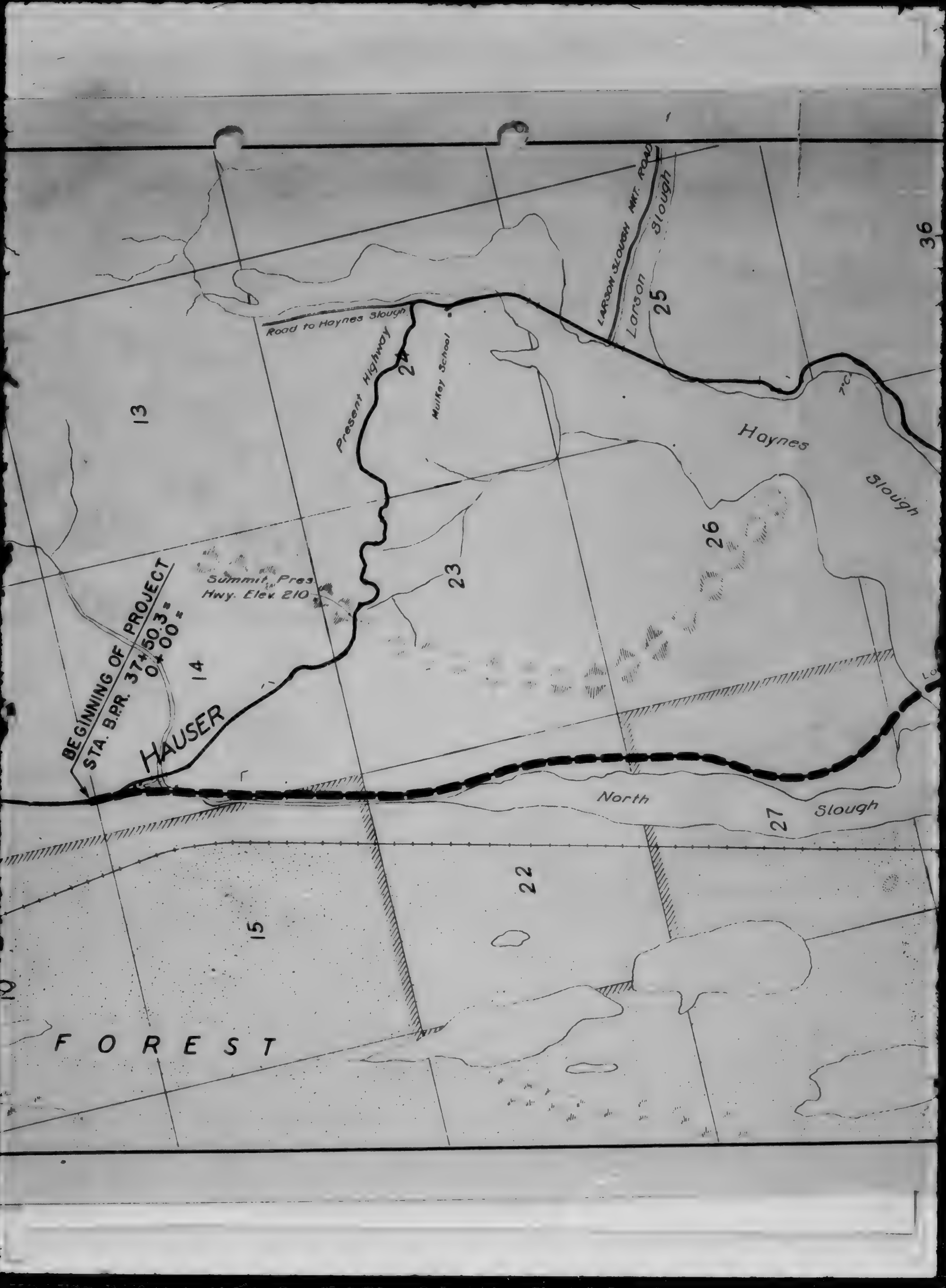
OREGON COAST HIGHWAY

COOS COUNTY

Scale 1" = 2,000'

March 1952

For detail see 7B-12-15


Road to Haynes Slough
LARSON SLOUGH MKT. ROAD
Larson Slough
25
36
Present Highway
24
Mulkey School
13
7°C
Haynes Slough
26
23
Summit Pres. Hwy. Elev. 210
BEGINNING OF PROJECT
STA. B.P.R. 37+50.3±
0+00±
14
HAUSER
North Slough
27
22
15
10
FOREST

RECEIVED
DEC 4 1951
FOR FILING

Cross Referenced To:
Const
R/W
101 Coos

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

R4·141(1:3)

November 29, 1951

NOTED
W. C. WILLIAMS

Mr. Ben O. Flaxel
P. O. Box 576
North Bend, Oregon

Dear Sir:

Reference is made to your letter of November 27.

Our present plans call for the construction of a culvert and tidegate at the crossing of North Slough. We have had our Congressional delegation introduce a bill in the Congress authorizing the closure of the Slough. We have every reason to believe that Congress will act favorably when it reconvenes in January. You may be assured that it is our intention to proceed with the work.

I would suggest that you contact Mr. C. W. Enfield, our Chief Counsel, with reference to straightening out any details as to the organization of the drainage district.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm

cc C. W. Enfield
W. C. Williams

RECEIVED

RECEIVED

1951

FOR FILING

File

KENNETH McKELLAR, TENN., CHAIRMAN

CARL HAYDEN, ARIZ.
RICHARD B. RUSSELL, GA.
PAT McCARRAN, NEV.
JOSEPH C. O'MAHONEY, WYO.
DENNIS CHAVEZ, N. MEX.
BURNET R. MAYBANK, S. C.
ALLEN J. ELLENDER, LA.
LISTER HILL, ALA.
HARLEY M. KILGORE, W. VA.
JOHN L. McCLELLAN, ARK.
A. WILLIS ROBERTSON, VA.

STYLES BRIDGES, N. H.
HOMER FERGUSON, MICH.
KENNETH S. WHERRY, NEBR.
GUY CORDON, OREG.
LEVERETT SALTONSTALL, MASS.
MILTON R. YOUNG, N. DAK.
WILLIAM F. KNOWLAND, CALIF.
EDWARD J. THYE, MINN.
ZALES N. ECTON, MONT.

EVERARD H. SMITH, CLERK
CECIL H. TOLBERT, ASST. CLERK

United States Senate
COMMITTEE ON APPROPRIATIONS

November 27, 1951

Cross Referenced To:
Trust
F/W
101- Corr

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

Thank you for your letter of November 21st with regard to the "North Slough" bill. It has been handed to the Senate Public Works Committee for further attention when the bill is taken up.

I might add that the draft of the bill as introduced by Senator Cordon capitalized "North Slough" but apparently the printers thought they knew better.

Sincerely,

Robert B. Parkman
Robert B. Parkman
Administrative Assistant
to Senator Cordon

RBP:J

REFERRED TO
Pa+sa

RECEIVED
FOR FILING

Cross Referenced To:
Const
R/W
101 Coos

November 21, 1951

Senator Guy Cordon
Senate Office Building
Washington, D. C.

Attention: Mr. Robert B. Parkman
Administrative Assistant

Dear Senator Cordon:

This is to thank you for the file copies of Senate Bill 2285, covering the closure of North Slough in Coos County, which you sent me under date of November 14.

In the title of the bill and in line 7 on page 1, the name of the slough, "North Slough," has not been capitalized. "North Slough" is the name of the waterway and is not a directional designation. I do not know that this is important, but in talking it over with the U. S. Engineers they suggested that the matter might be corrected before the bill was finally passed on.

I want to again thank you for your courtesy in the matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
cc G. S. Paxson

KENNETH MCKELLAR, TENN., CHAIRMAN

CARL HAYDEN, ARIZ.
RICHARD B. RUSSELL, GA.
PAT MCCARRAN, NEV.
JOSEPH C. O'MAHONEY, WYO.
DENNIS CHAVEZ, N. MEX.
BURNET R. MAYBANK, S. C.
ALLEN J. ELLENDER, LA.
LISTER HILL, ALA.
HARLEY M. KILGORE, W. VA.
JOHN L. MCCLELLAN, ARK.
A. WILLIS ROBERTSON, VA.

STYLES BRIDGES, N. H.
HOMER FERGUSON, MICH.
KENNETH S. WHERRY, NEBR.
GUY CORDON, OREG.
LEVERETT SALTONSTALL, MASS.
MILTON R. YOUNG, N. DAK.
WILLIAM F. KNOWLAND, CALIF.
EDWARD J. THYE, MINN.
ZALES N. ECTON, MONT.

EVERARD H. SMITH, CLERK
CECIL H. TOLBERT, ASST. CLERK

United States Senate
COMMITTEE ON APPROPRIATIONS

November 14, 1951

REFERRED TO
Mr. Paxson
State Highway Engineer

Is this satisfactory?

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

We are sending you herewith file copies of the Senate bill proposing authorization of a dam and dike at the North Slough in Coos County. This was introduced in the last busy days of the session and, apparently, we overlooked sending them to you at that time.

Sincerely,

Robert B. Parkman
Robert B. Parkman
Administrative Assistant
to Senator Cordon

RBP:J
Enclosures

82d CONGRESS
1st Session

S. 2285

IN THE SENATE OF THE UNITED STATES

October 17 (legislative day, October 1), 1951

Mr. Cordon introduced the following bill; which was read twice and referred to the Committee on Public Works

---

A BILL

To authorize the construction of a dam and dike to prevent the flow of tidal waters into north slough, Coos County, Oregon.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That authority is hereby granted to the State of Oregon, acting through its highway department, to construct, maintain, and operate, at a point suitable to the interests of navigation, a dam and dike for preventing the flow of tidal waters into north slough in Coos County, in township 24 south, range 13 west, Willamette meridian.

Sec. 2. Work shall not be commenced on such dam and dike until the plans therefor, including plans for all accessory works, are submitted to and approved by the Chief of

82d CONGRESS
1st Session

S. 2285

A BILL

To authorize the construction of a dam and dike to prevent the flow of tidal waters into north slough, Coos County, Oregon.

By Mr. Cordon

October 17 (legislative day, October 1), 1951

Read twice and referred to the Committee on Public Works

Engineers and the Secretary of the Army, who may impose such conditions and stipulations as they deem necessary for the protection of the United States.

SEC. 3. The authority granted by this Act shall terminate if the actual construction of the dam and dike hereby authorized is not commenced within one year and completed within three years from the date of the passage of this Act. The right to alter, amend, or repeal this Act is hereby expressly reserved.

82D CONGRESS
1ST SESSION

S. 2285

IN THE SENATE OF THE UNITED STATES

OCTOBER 17 (legislative day, OCTOBER 1), 1951

Mr. CORDON introduced the following bill; which was read twice and referred to the Committee on Public Works

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82d CONGRESS
1st Session

S. 2285

A BILL

To authorize the construction of a dam and dike to prevent the flow of tidal waters into north slough, Coos County, Oregon.

By Mr. Cordon

October 17 (legislative day, October 1), 1951

Read twice and referred to the Committee on Public Works

HARRIS ELLSWORTH
4TH DISTRICT, OREGON
HOME ADDRESS:
ROSEBURG, OREGON

COMMITTEE ON RULES

Congress of the United States
House of Representatives
Washington, D. C.

RECEIVED
FOR FILING

Cross Referenced To:
Coast
R/w
101-Coos

October 8, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

OTED
State Highway Engineer

Dear Sam:

Your letter of October 1st, in reference to legislation for the closure of the North slough in Coos County, Oregon, was received and I am glad to cooperate in expediting legislative action.

I am drafting the bill today and it will be introduced in the House tomorrow. It will be a tight squeeze if we are able to get action on the measure before adjournment, but I will do everything I can to get the Committee to act at the next committee meeting. Senator Cordon is introducing a companion measure in the Senate and will do everything he can to secure Senate action. I will keep you advised of any developments.

Sincerely yours,

Harris
Harris Ellsworth

HE/gn

(Copy made for Mr. Paxson 10-11-51)
hi

RECEIVED
OCT 11 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1951
FOR FILING

October 1, 1951

Senator Guy Cordon
Senate Office Building
Washington, D. C.

Dear Senator Cordon:

Our highway construction program calls for the closing of North Slough in Coos County. This slough is at present classified as a navigable stream. We have conferred with all interested parties and it is to everyone's advantage to close this slough to navigation above our crossing by the construction of a dike and tide gate across the slough.

Under the provisions of the Federal law (U.S.C.A., Title 33, paragraph 401) it is necessary to secure the consent of Congress before such dike can be constructed, and plans for the structure must be approved by the Chief of Engineers and Secretary of the Army prior to construction. It would have been possible to have done this by an act in our own legislature, but, since our legislature will not meet for more than a year, the alternate method, namely, by act of the Congress, will save us considerable time. Consent for the construction of a similar structure, although at a slightly different location, is contained in the U. S. Statutes at Large, Volume 50, Part I, Public Laws, Chapter 832, Section 9, enacted by the 75th Congress in 1937. This enactment contained a termination clause and became void if construction was not started within one year, and, since no construction has been started, a new enactment is necessary.

The following language is suggested for the text of the bill to be introduced in Congress granting the necessary authority to the State of Oregon to construct the proposed dike.

> "That authority is hereby granted to the State of Oregon, acting through the State Highway Commission, to construct, maintain, and operate, at a point suitable to the interests of navigation, a dam and dike for preventing the flow of tidal waters into North Slough in Coos County, Oregon, in Township 24 South, Range 13 West, Willamette Meridian.

RECEIVED
1951
FOR FILING

[illegible]

[illegible]

October 1, 1951

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Senate Office Building
Washington, D. C.

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"Work shall not be commenced on such dam and dike until the plans therefor, including plans for all accessory works, are submitted to and approved by the Chief of Engineers and the Secretary of Army, who may impose such conditions and stipulations as they deem necessary to protect the interests of the United States.

"The authority granted by this act shall terminate if the actual construction of the dam and dike hereby authorized is not commenced within one year and completed within three years from the date of the passage of this act. The right to alter, amend, or repeal this act is hereby expressly reserved."

A duplicate of this letter is being sent to Mr. Harris Ellsworth, and it would be appreciated if by conference with him it could be determined whether the bill should be introduced in the House or in the Senate. We hope to get this section under contract before the first of the year and would appreciate as early action as is possible.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
cc G. S. Paxson

RECEIVED
FOR FILING

October 1, 1951

Honorable Harris Ellsworth
Member of Congress
House Office Building
Washington, D. C.

Dear Mr. Ellsworth:

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Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
cc G. S. Paxson

BFI-139(11) Calapooya Creek Bridge 1952
& Stearns Lane Overcrossing
#3797 On the Pacific Highway.

RECEIVED
SEP 15 1954
FOR FILING

[illegible]
[illegible]

September 14, 1954

Bowman's Machine Works
Reedsport, Oregon

Gentlemen:

Your note of August 31 addressed to the Accounting Division concerning your claim of $17.35 against Snook Brothers has been referred to this office.

Upon investigating the bridge job on which Snook Brothers were engaged near Lakeside on the Oregon Coast Highway, we find that this project is under the jurisdiction of the U. S. Bureau of Public Roads. We are, therefore, forwarding your note to them and they can advise you further as to what can be done.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:mdm

cc - Mr. F. H. Andrews
Division Engineer
Bureau of Public Roads
Box 3900
Portland 8, Oregon

Attention: Mr. Critchlow

RECEIVED
FEB 25 1954
FOR FILING

BFI-189(11)

3797

February 18, 1954

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Miss E. Libby

Dear Sir:

Thank you for your letter of February 16th and the attached letter and releases of claims on State Highway Contract No. 3797 awarded to Snook Brothers.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

February 16, 1954

3791

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing a letter from Conley & Treene, Attorneys for Snook Brothers, advising of the satisfaction of notices of claim by the following:

S.M.Crites Company	1,064.00	State	File	3418
Mercer Steel Company,Inc	12,386.73	"	"	3430
J.H.Baster & Company	1,534.08	"	"	3434

They also advise of the release of two additional claims which have not been filed with this office.

Very truly yours

EARL T. NEWBRY
Secretary of State

By
Records Division

N:FL

ENC.

RECEIVED
FEB 17 1954
OREGON
STATE HIGHWAY COMMISSION

CONLEY & GREENE
ATTORNEYS AT LAW
805 EQUITABLE BUILDING
PORTLAND 4, OREGON
TELEPHONE ATWATER 7291

JAMES L. CONLEY
THOMAS G. GREENE

February 11, 1954

Hon. Earl T. Newbry
Secretary of State for Oregon
Salem, Oregon

Re: Snook Brothers
State Highway Contract No. 3797

Dear Sir:

In your letter of January 20th, 1954 (erroneously dated January 20, 1953), you state that three claims had been filed for labor and materials against the contractors and their surety, Maryland Casualty Company, as follows:

S. M. Crites Company	$1,064.00
Mercer Steel Company, Inc.	12,386.73
J. H. Baxter & Company	1,534.08

I am enclosing herewith releases from these claimants, and in addition thereto, the following:

Roseburg Sand & Gravel Company	$ 1,436.10
Portland Wire and Iron Works	1,925.00

The latter two claimants had not filed notice with your office, but have nevertheless been paid.

Yours very truly,

CONLEY & GREENE

By Jas L. Conley
James L. Conley.

JLC:mb

Referred to State Highway Commission

SECRETARY OF STATE
RECEIVED
FEB 15 1954
EARL T. NEWBRY

RECEIPT AND RELEASE

For the sole consideration of the sum of ONE THOUSAND FOUR HUNDRED THIRTY-SIX AND 10/100 ($1,436.10) DOLLARS, receipt of which is hereby acknowledged, the undersigned does hereby release and discharge any and all claims against SNOOK BROS. for labor and/or materials furnished said SNOOK BROS. in connection with that certain construction contract known as CALAPOOYA CREEK BRIDGE and STEARNS LANE OVER-CROSSING, on the Pacific Highway in Douglas County, Oregon, State Highway Contract No. 3797, and does hereby acknowledge payment thereof in full.

Dated: January 28th, 1954.

ROSEBURG SAND & GRAVEL CO.

By Donald V. Metzger, Pres.

RECEIPT AND RELEASE

For the sole consideration of the sum of ONE THOUSAND NINE HUNDRED TWENTY-FIVE ($1,925.00) DOLLARS, receipt of which is hereby acknowledged, the undersigned does hereby release and discharge any and all claims against SNOOK BROS. for labor and/or materials furnished said SNOOK BROS. in connection with that certain construction contract known as CALAPOOYA CREEK BRIDGE and STEARNS LANE OVER-CROSSING, on the Pacific Highway in Douglas County, Oregon, State Highway Contract No. 3797, and does hereby acknowledge payment thereof in full.

PORTLAND WIRE & IRON WORKS

By

DATED: January 7 1954.

RECEIVED
FEB 25 1954
FOR FILING

PPI-187(1)

3777

8

February 1[illegible], 1954

Maryland Casualty Company
Baltimore 3, Maryland

Gentlemen:

We have today received a letter from the Secretary of State advising that there has been filed with his office a receipt and release from the Roseburg Sand and Gravel Company in the amount of $1,436.10 and also a receipt and release from the Portland Wire and Iron Works in the sum of $1,[illegible]75.00. Both of these releases pertain to claims these companies had against Snook Brothers on State Highway Contract No. 3777 for structures over Calapooya Creek and Stearns Lane on the Pacific Highway in Douglas County. These claims, however, had not been filed with this office.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PA:smd

cc - Hansen & Rowland, Inc.
611 Henry Building
Portland, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

Snook Brothers
P. O. Box 6[illegible]7
Corvallis, Oregon

noted.
JP

RECEIVED
FEB 11 1954
FOR FILING

RF1-15[illegible]

[illegible]

Salem, Oregon
February 11, 1954

Memo to the Files

The attached releases of claims were delivered to this office on February 10 by Mr. J. N. Conley, attorney for Maryland Casualty Company. These releases cover all claims of record in this office on Contract No. 3797 as of this date and the final estimate warrant was given to Mr. Conley today.

Secretary

FAQ:md 2/10
Attach.

RELEASE OF CLAIM

TO: STATE OF OREGON
OREGON STATE HIGHWAY COMMISSION
EARL T. NEWBRY, SECRETARY OF STATE

NOTICE IS HEREBY GIVEN that the undersigned, MERCER STEEL CO., INC., an Oregon corporation, does hereby RELEASE its claim for reenforcing steel, stock bars, reenforcing wire, and placing labor, in the sum of Twelve Thousand Three Hundred Eighty-Six Dollars Seventy-Three Cents ($12,386.73) against the bond taken from Louis Snook and Paul Snook, dba Snook Brothers, P. O. Box 687, Corvallis, Oregon, as Principal, and Maryland Casualty Company, in care of Hansen & Rowland, Inc., 611 Henry Building, Portland, Oregon, as Surety, for the work on State Highway Contract No. 3797 for the work on the Calapooya Creek and Stearns Lane structures on the Pacific Highway in Douglas County, Oregon, as set forth in that certain notice dated December 7, 1953, filed pursuant to Section 98-101 O.C.L.A. as amended by Chapter 131 Oregon Laws 1953 and heretofore filed with the Secretary of State on the 8th day of December, 1953.

DATED at Portland, Oregon, this 9th day of January, 1954.

MERCER STEEL CO., INC.

By: H D Mercer
President

([illegible] and receipted for in [illegible]
presence)

RECEIPT AND RELEASE

For the sole consideration of the sum of ONE THOUSAND FIVE HUNDRED THIRTY-FOUR and 08/100 ($1,534.08) DOLLARS, receipt of which is hereby acknowledged, the undersigned does hereby release and discharge any and all claims against SNOOK BROS. for labor and/or materials furnished said SNOOK BROS. in connection with that certain construction contract known as CALAPOOYA CREEK BRIDGE AND STEARNS LANE OVER-CROSSING, on the Pacific Highway in Douglas County, Oregon, State Highway Contract No. 3797, and does hereby acknowledge payment thereof in full.

Dated: January 11th, 1954.

J. H. BAXTER COMPANY

By Roy F. Gillespie

(M. called for [illegible] and receipted for in ther [illegible] & my presence)

RECEIPT AND RELEASE

For the sole consideration of the sum of ONE THOUSAND NINE HUNDRED TWENTY-FIVE ($1,925.00) DOLLARS, receipt of which is hereby acknowledged, the undersigned does hereby release and discharge any and all claims against SNOOK BROS. for labor and/or materials furnished said SNOOK BROS. in connection with that certain construction contract known as CALAPOOYA CREEK BRIDGE and STEARNS LANE OVER-CROSSING, on the Pacific Highway in Douglas County, Oregon, State Highway Contract No. 3797, and does hereby acknowledge payment thereof in full.

PORTLAND WIRE & IRON WORKS

By________________________

DATED: January 7 1954.

(M. [illegible] and receipted for in the [illegible] presence)

RECEIPT AND RELEASE

For the sole consideration of the sum of ONE THOUSAND FOUR HUNDRED THIRTY-SIX AND 10/100 ($1,436.10) DOLLARS, receipt of which is hereby acknowledged, the undersigned does hereby release and discharge any and all claims against SNOOK BROS. for labor and/or materials furnished said SNOOK BROS. in connection with that certain construction contract known as CALAPOOYA CREEK BRIDGE and STEARNS LANE OVER-CROSSING, on the Pacific Highway in Douglas County, Oregon, State Highway Contract No. 3797, and does hereby acknowledge payment thereof in full.

Dated: January 28nd, 1954.

ROSEBURG SAND & GRAVEL CO.

By Donald V Metzger Pres.

and receipted for in Mr Glaisyer's & my presence)

RECEIPT AND RELEASE

For the sole consideration of the sum of ONE THOUSAND AND SIXTY-FOUR and no/100 ($1,064.00) DOLLARS, receipt of which is hereby acknowledged, the undersigned does hereby release and discharge any and all claims against SNOOK BROS. for labor and/or materials furnished said SNOOK BROS. in connection with that certain construction contract known as CALAPOOYA CREEK BRIDGE and STEARNS LANE OVER-CROSSING, on the Pacific Highway in Douglas County, Oregon, State Highway Contract No. 3797, and does hereby acknowledge payment thereof in full.

Dated: January 22, 1954.

S. M. CRITES COMPANY

By C. V. Crites

(W. called for [illegible] and recipted for in Mr glaisyer's & my presence)

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 8, 1954

(CONTRACT NO.) BF1-189	(EST. NO.)	(CONTRACTOR)	
3797-	8-final	SNOOK BROS.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
1968	R-86811	$ 8,794.31	2/4/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1953

Time Extensions: None

Completion Date: June 23, 1953

Date Accepted: Aug. 6, 1953

Penalties: None of record

Claims: Claims on record in this office have been satisfied - See Remarks

Remarks: All claim releases presented today by Jas. L. Conley, Attorney in Fact for Maryland Casualty Co.

Date: 2-10-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

2-10-54, gk

Warrant ~~Mailed:~~ A.A. Wicklander —
(Wt. called for by Jas. L. Conley atty-in-fact for Maryland Cas. Co.)
and receipted for in Mr Glaisyer's & my presence)

RECEIVED
JAN 20 1954
FOR FILING

[illegible]

3797

January 19, 1954

Conley & Greene
Attorneys-at-Law
805 Equitable Building
Portland 4, Oregon

Attention: Mr. James L. Conley

Gentlemen:

This is to acknowledge your letter of January 14 with enclosures, being a final estimate in connection with state highway contract No. 3797 with Snook Brothers, an original and duplicate copies, both signed, of an assignment given by Snook Brothers to the Maryland Casualty Company of all money now due or to become due in connection with this contract.

The estimate has been referred to our accounting division to process. A copy of the assignment has also been furnished that division as a guide to its future action with respect to payments and to forward to the Secretary of State. The assignment is satisfactory, and we will be glad to honor it. Future payments to Snook Brothers in connection with this work will be made in conformity with the provisions thereof, but the warrants will not be released until the claim releases have been filed with the Commission.

Please advise to what representative of the Maryland Casualty Company the warrant should be mailed.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm
cc: C. H. Maison
and Mr. Floyd Query

RECEIVED
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

Copy

January 19, 1954

Conley & Greene
Attorneys-at-Law
805 Equitable Building
Portland 4, Oregon

Attention: Mr. James L. Conley

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Respectfully yours,
HBGlaisyer
Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm
cc: C. H. Maison and
Mr. Floyd Query ✓

F. QUERY

Mr. Query:

Attached is Mr. Conley's letter and the assignment mentioned therein. This should be noted on Mrs. Lewis' card and then filed with the contract.

HBG. HBG

NOTED ON CARD

CONLEY & GREENE
ATTORNEYS AT LAW
805 EQUITABLE BUILDING
PORTLAND 4, OREGON
TELEPHONE ATWATER 7291

JAMES L. CONLEY
THOMAS G. GREENE

January 14, 1954

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Re: SNOOK BROTHERS - Calapooya Creek Bridge and Stearns Lane Overcrossing on the Pacific Highway in Douglas County, State Highway Contract No. 3797

Dear Mr. Glaisyer:

I am enclosing herewith duly executed Final Estimate on the above job, together with original and one copy of assignment thereof from Snook Bros. to Maryland Casualty Company.

It is my suggestion that you proceed to process the payment of this estimate and may be you can have the warrant available by the time I am able to file with you all the releases of claims which have been filed against the job. I hope to get these releases to you within the next few days. I have all but two at the present time.

I can assure you in advance of my appreciation of your efforts in cleaning up this situation at the earliest possible date.

For the sake of the record, your attention is called to the last paragraph in the letter of advice to the Highway Commission attached to the Final Estimate. It states that all claims for labor and materials have been paid, whereas you know, and they know, that there are a number of claims outstanding. However, they advise me that there are no claims other than the ones that have been filed with you and which are now being processed for payment.

Yours very truly,

CONLEY & GREENE

By J. L. Conley
Jas. L. Conley

ANSWERED
H. B. GLAISYER

JLC:mb

RECEIVED

FOR FILING

[illegible] (11)

3797

Mrs Lamb

January 5, 1954

Mr. James L. Conley
Attorney at Law
805 Equitable Building
Portland, Oregon

Dear Mr. Conley:

Pursuant to your telephonic request of yesterday I have checked the Highway Commission's records and find the following claims listed against the contract awarded to Snook Brothers for construction of the Calapooya Creek Bridge and Stearns Lane Overcrossing on the Pacific Highway in Douglas County, State Highway Contract No. 3797:

5-11-53	Portland Wire & Iron Works	Plates & Deck Hangers	$ 1,925.00
6-11-53	Roseburg Sand & Gravel Co.	Aggregates	1,436.10
10-23-53	S. M. Crites Co.	Equip. rental	1,064.00
12-8-53	Mercer Steel Co., Inc.	Materials & Labor	12,386.73
12-23-53	J. H. Baxter Co.	Materials	1,534.08

You also requested the date this job was completed and accepted by the Highway Commission. The record discloses that the project was completed on June 23, 1953 and was formally accepted by the State Highway Commission at its meeting on August 6, 1953.

Final payment to the contractor has not as yet been made, but according to our Accounting Division there is still owing to Snook Brothers for work performed the sum of $8,794.31 which amount will be released to the contractor when the outstanding claims mentioned above have been disposed of satisfactorily and the Highway Commission has been advised thereof.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: F. Query

NOTED ON CARD

1-5-54

CLAIMS FILED AGAINST CONTRACT NO. 3797, SNOOK BROTHERS

5-11-53	Portland Wire & Iron Works	Plates & Deck Hangers	$1,925.00
6-11-53	Roseburg Sand & Gravel Co.	Aggregates	1,436.10
10-23-53	S. M. Crites Co.	Equip. rental	1,064.00
12-8-53	Mercer Steel Co., Inc.	Materials & Labor	12,386.73
12-23-53	J. H. Baxter Co.	Materials	1,534.08

The above contract was completed on June 23, 1953 and was formally accepted by the Highway Commission on August 6, 1953. There is still owing to the contractor the sum of $8,794.31.

Contract # 3797
Snook Bros.

James F. Conley Atty
Maryland Cas. Co.
105 Equitable Bldg
Portland

status of claims
date completed
date accepted
amt of ret%.

$8,714.31 [illegible]
[illegible]

Prepared 1-5-54

Lewis

RECEIVED
FOR FILING

[illegible]

3797

December 24, 1953

Maryland Casualty Company
Baltimore 3, Maryland

Gentlemen:

Attached is a copy of a claim received from the Secretary of State which has been filed in that office by J. H. Baxter and Company against Snook Brothers on State Highway Contract No. 3797 for structures on the Calapooya Creek and Stearns Lane Section of the Pacific Highway in Douglas County. The claim is for piling furnished in the amount of $1,534.08.

This information is furnished as your company appears as surety on the performance bond furnished with the contract mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAH:md
Attach.

cc - Hansen and Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

Hansen and Rowland, Inc.
611 Henry Building
Portland 4, Oregon

Snook Brothers
P. O. Box 687
Corvallis, Oregon

[illegible] ON CARD

12-24-53

COPY

December 21, 1953

To the State of Oregon
Acting by and through the
State Highway Commission

NOTICE IS HEREBY GIVEN that the undersigned, J. H. Baxter & Co. of Oregon, a corporation, has a claim for materials (to-wit, piling) furnished to State Highway Contract No. 3797, being the construction of the Callapoya Creek Stearns-Lane Bridge, which construction was completed on the 23rd day of June, 1953 and accepted by the State Highway Commission in August of 1953, of the reasonable value of the sum of $1,534.08 upon which no amount has been paid, leaving a balance due of the said sum of $1,534.08 against the bond taken from Snook Bros., Post Office Box 687, Corvallis, Oregon, who were the contractors on said job, as principal, and the Maryland Casualty Company, as surety, for the work of constructing said bridge. All of said piling so furnished was used in the construction of said bridge.

J. H. BAXTER & CO. OF OREGON,

By F. J. SCHAEFER

Vice-President

Chapter 131, Oregon
Laws 1953.

cc: Snook Bros.
P. O. Box 687
Corvallis, Oregon

Maryland Casualty Company
404 Equitable Bldg.
Portland 4, Oregon

Hanson & Rowland
611 Henry Building
Portland, Oregon

ENDORSED
File No. 3434
Filed Dec. 23, 1953
EARL T. NEWBRY, Secretary of State

RECEIVED
FOR FILING

[illegible]

117

Lewi

December 24, 1953

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: May McVay

Dear Sir:

This is to acknowledge receipt of three copies of a claim filed with your office by J. H. Baxter and Company against Snook Brothers on State Highway Contract No. 3797. The claim is in the amount of $1,534.08 and bears your file No. 3434.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD

12-24-53

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Dec. 23, 1953

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by J. H. Baxter & Co. of Oregon for materials in the sum of $1,534.08, against the bond taken from Snook Bros. Principal, and Maryland Casualty Company, Surety, for the work of constructing the Callapoya Creek Stearns-Lane Bridge, Highway Constract No. 3797, our file No. 3434.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our recrods.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Mae McVay
Clerk
Records Division

NF:M
Enc.

12-[illegible]

RECEIVED
DEC 16 1953
FOR FILING

FI-187(1)

3797

December 16, 1953

Maryland Casualty Company

Baltimore 3, Maryland

Gentlemen:

We have received a letter from J. D. Walling in which he writes as follows:

"In reply to your letter of December 7th, I received part payment from Snook Brothers after turning their account over to Dun & Bradstreet Mercantile Claim Department for collection.

"Even though the amount received was not for full payment, I advised Dun & Bradstreet that I would accept it as full payment in order to get Snook Brothers closed off of my books.

"You may therefore, consider my claim against them as settled."

This statement refers to a claim, filed against Contract No. 3797 awarded to Snook Brothers for structures on the Calapooya Creek and Stearns Lane Section of the Pacific Highway in Douglas County, filed with this office in the amount of $1,414.25.

We provide this information as your company appears as surety on the performance bond furnished with the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md
cc - Hanson & Rowland, Inc.
Tacoma, Washington

Hanson & Rowland, Inc.
Portland, Oregon

Snook Brothers
Corvallis, Oregon

RECEIVED
DEC 16 1953
FOR FILING

[illegible]

3797

December 16, 1953

Mr. J. D. Walling

Sutherlin, Oregon

Dear Mr. Walling:

Thank you for your letter of December 10 stating that your claim against Snook Brothers filed against Contract No. 3797 has been settled.

We will advise the surety and the contractor that your letter has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

12-14-53

SHOVEL, DRAG-LINE AND TRUC PORTABLE ROCK CRUSHER

J. D. WALLING

GENERAL CONTRACTOR

SUTHERLIN, OREGON

December 10, 1953

3797

Oregon State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer

Dear Sir:

In reply to your letter of December 7th, I received part payment from Snook Brothers after turning their account over to Dun & Bradstreet Mercantile Claim Department for collection.

Even though the amount received was not for full payment, I advised Dun & Bradstreet that I would accept it as full payment in order to get Snook Brothers closed off of my books.

You may therefore, consider my claim against them as settled.

Very truly yours,

J. D. Walling

J. D. Walling

JDW/pa

REFERRED TO
BY SECRETARY

[illegible]

NOTED ON CARD
12-10-53 gl

RECEIVED
DEC 16 1953
FOR FILING

3797

Lewis

December 15, 1953

Maryland Casualty Company
Baltimore, 3, Maryland

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Mercer Steel Company, Inc., against Snook Brothers on State Highway Contract No. 3797 for structures on the Calapooya Creek and Stearns Lane Section of the Pacific Highway in Douglas County. The claim is in the sum of $12,3[illegible]6.73 for steel materials and labor furnished on the contract mentioned above.

We provide this information as your company appears as surety on the performance bond furnished with Contract No. 3797.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md 12/14
Attach.

cc - Hansen & Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

Hansen & Rowland, Inc.
611 Henry Building
Portland, Oregon

Snook Brothers
P. O. Box 687
Corvallis, Oregon

NOTED ON CARD
12-15-53

NOTICE

TO: STATE OF OREGON
OREGON STATE HIGHWAY COMMISSION
EARL T. NEWBRY, SECRETARY OF STATE

NOTICE IS HEREBY GIVEN that the undersigned, MERCER STEEL CO., INC., an Oregon corporation, claimant, has a claim for reenforcing steel, stock bars, reenforcing wire, and placing labor, in the sum of Twelve Thousand Three Hundred Eighty-Six Dollars Seventy-Three Cents ($12,386.73) against the bond taken from Louis Snook and Paul Snook, dba Snook Brothers, P. O. Box 687, Corvallis, Oregon, as Principal, and Maryland Casualty Company, in care of Hansen & Rowland, Inc., 611 Henry Building, Portland, Oregon, as Surety, for the work on State Highway Contract No. 3797 for the work on the Calapooya Creek and Stearns Lane structures on the Pacific Highway in Douglas County, Oregon.

DATED at Portland, Oregon, this 7th day of December, 1953.

MERCER STEEL CO., INC.

By H. D. MERCER
President

This Notice is filed pursuant to Section 92-101, Oregon Compiled Laws Annotated, as amended by Chapter 131 Oregon Laws 1953.

ENDORSED
File No. 3430
Filed December 8, 1953
EARL T. NEWBRY, Secretary of State

Lewis

RECEIVED
DEC 16 1953
FOR FILING

[illegible]
3797

December 15, 1953

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Edith Libby, Clerk
Records Division

Dear Sir:

We acknowledge with thanks your letter of December 8 to which was attached three copies of a claim filed with your office by Mercer Steel Company, Inc., against Snook Brothers in the amount of $12,386.73 on State Highway Contract No. 3797, your file No. 3440.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md 12/14

NOTED ON CARD
12-[illegible]

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Dec. 8, 1953

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Cake, Jaureguy & Spady, Attorneys, Portland, and filed as of this date, a notice of claim by Mercer Steel Co., Inc. in the sum of $12,386.73, against the bond taken from Snook Brothers, Principal, and the Maryland Casualty Company, Surety, Hansen & Rowland, Inc. Agents, for work on Highway Contract No. 3797 for the work on the Calapooya Creek and Stearns Lane structures on the Pacific Highway in Douglas County, our file No. 3430.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By

Clerk
Records Division

NF:M
Enc.

RECEIVED
[illegible]
STATE HIGHWAY COMMISSION

RECEIVED
DEC 15 1953
FOR FILING

Lewis

3797

December 7, 1953

Mr. J. D. Walling
Sutherlin, Oregon

Dear Mr. Walling:

Some time ago we were notifed that you had filed a claim with the Secretary of State against Snook Brothers on State Highway Contract No. 3797. It has now been called to our attention that your claim has been settled.

Will you please let us know concerning this matter so that we can release final payment if the claim has been settled.

Contract No. 3797 is for the Calapooya Creek and Stearns Lane Overcrossing awarded to Snook Brothers.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
12-7-53

RECEIVED
DEC [illegible] 1953
FOR FILING

[illegible]

[illegible]

3797

December 7, 1953

Hansen & Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

Attention: Mr. Leonard E. Frank

Gentlemen:

This is to acknowledge your letter of December 3rd concerning a claim filed against Snook Brothers by J. D. Walling on Contract No. 3797.

We will be glad to write to Mr. Walling directly and ask him to give us an answer as to whether his claim has been satisfied. When a reply has been received from him, we will notify you.

Concerning the release forms for the settling of claims mentioned in your letter, unless we have misunderstood, no such forms are available. We receive a number of letters from people who have filed claims advising us that the claims have been settled, but no particular form is required other than a clear statement of the facts involved.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
12 [illegible]

HANSEN & ROWLAND INC.
GENERAL AGENTS
SURETY BONDS · GENERAL INSURANCE
TACOMA, WASHINGTON

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO
LOS ANGELES

December 3, 1953

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Re: Bond 58407 - Snook Bros. - Contract for Calapooya Creek
Bridge and Stearns Lane Overcrossing FAP BFI-189(11)

Gentlemen:

We have need of a number of release forms on claims filed with the Oregon State Highway Commission by suppliers to contractors under bond by us. Would you kindly let us have a supply of such release forms for our use in settling such claims?

With reference to the claim filed by J. D. Walling on April 27, 1953, against Snook Brothers for crushed rock on Contract No. 3797 in the sum of $1414.25, we understand from Louis Snook that he has compromised and settled this claim and that Walling should in consequence release him. However, Mr. Snook has been unable to obtain a formal release from Mr. Walling and we are wondering if perhaps he might answer a query from you concerning the settlement. The matter as we understand it, was settled by a check given to Dun and Bradstreet Collection Agency for the account of J. D. Walling, in full, for all claims arising out of material furnished Snook Brothers on the Calapooya Creek project.

We will appreciate whatever you may be able to do for us and Snook Brothers in this matter. Thanking you, we are

Very truly yours

HANSEN & ROWLAND, Inc.
General Agents.

Leonard Frank

LEF:sf

Leonard E. Frank,
Surety Bond Department.

12-3-53.

RECEIVED
FOR FILING

CF1-189(1)

3797

RALPH H. CAKE
NICHOLAS JAUREGUY
HERBERT C. HARDY
HAROLD B. HUTCHINSON
DWIGHT L. SCHWAB
DENTON G. BURDICK, JR
JOHN H. BUTTLER
JONATHAN U. NEWMAN

CAKE, JAUREGUY & HARDY
ATTORNEYS AT LAW
1220 EQUITABLE BUILDING
PORTLAND 4, OREGON
CAPITOL 1323

December 3, 1953

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. G. Glaisyer, Secretary

Dear Mr. Glaisyer: Re: Snook Brothers

Thank you very much for your most prompt letter of December 2, 1953, above subject, responding to my letter of December 1.

A copy of the Notice of Intention to Claim a Lien will be forwarded to you, but for your records please be advised that Mercer Steel Co., Inc. will claim a lien in the amount of $12,386.73 on this State Highway Contract No. 3797.

NOTED
H. G. GLAISYER

I wish you to personally know that I have had several occasions to request information from the Highway Department for the purpose of filing lien and I am certainly more than pleased with the very prompt and courteous treatment I have always had from the Oregon State Highway Department. It seems many times as if my letters are almost answered before they are sent from Portland, and this prompt and courteous treatment certainly is of a great deal of help in cases of this kind. I did want you to know I appreciate the good service I have been getting.

With kindest regards, I am

Yours very truly,

CAKE, JAUREGUY & HARDY

BY Harold B. Hutchinson

REFERRED TO
BY SECRETARY

noted
F Quely

HBH:aw

RECEIVED
DEC 8 - 1953
FOR FILING

PFI-[illegible]
3797

December 2, 1953

Cake, Jaureguy & Hardy
Attorneys at Law
1220 Equitable Building
Portland 4, Oregon

Attention: Mr. Harold B. Hutchinson

Gentlemen:

We have your letter of December 1 stating that Mercer Steel Company, Portland, has a claim against Snook Brothers for steel furnished on the Calapooya Creek and Stearns Lane structures on the Pacific Highway in Douglas County. This contract is known as No. 3797 and was completed June 23 and accepted by the Highway Commission on August 6, 1953. Final payment has not yet been made.

Maryland Casualty Company through Hansen and Rowland, Inc., 611 Henry Building, Portland, furnished the performance bond for this contract.

As we keep a record of claims against contracts in this office, would you please advise us as to the amount of the claim.

Although you are undoubtedly familiar with the law, we call to your attention that the six months' period following completion of the contract and acceptance by the Commission will expire on February 6, 1954.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
12-[illegible]

CAKE, JAUREGUY & HARDY
ATTORNEYS AT LAW
1220 EQUITABLE BUILDING
PORTLAND 4, OREGON
CAPITOL 1323

RALPH H. CAKE
NICHOLAS JAUREGUY
HERBERT C. HARDY
HAROLD B. HUTCHINSON
DWIGHT L. SCHWAB
DENTON G. BURDICK, JR.
JOHN H. BUTTLER
JONATHAN U. NEWMAN

December 1, 1953

Oregon State Highway Commission
Salem, Oregon

Re: Snook Brothers

Gentlemen:

Our office is attorneys for Mercer Steel Co., Inc., of Portland, Oregon, who furnished certain steel to Snook Brothers for use in construction of the Stearns-Lane overcrossing and the Calapooya Creek bridge under Oregon State Highway Contract number 3797 dated September 22, 1952. Payment on this particular contract has not as yet been made to Mercer Steel, and we are therefore filing a lien pursuant to section 98-101 O.C.L.A as amended by Chapter 131 Oregon Laws 1953. Would you please be good enough to furnish us the completion dates of the above contract and also give us the name of the bonding company who has written the bond on this project. Would you also be kind enough to varify the fact that the highway commission contract number is as stated, i.e. number 3797.

Thanking you in advance for your cooperation in this matter, we are

Yours very truly,

CAKE, JAUREGUY & HARDY

By Harold B. Hutchinson

HBH:gs

REFERRED TO [illegible]
BY SECRETARY

12-1-53

Lewis

RECEIVED
DEC 8 - 1953
FOR FILING

BF1-12 1(1)

-191

December 2, 1953

Maryland Casualty Company
Baltimore 3, Maryland

Gentlemen:

We have received a letter from Cake, Jaureguy and Hardy, attorneys for Mercer Steel Company, Inc., stating that Snook Brothers owe them an unstated amount for steel furnished in construction of the Calapooya Creek and Stearns Lane structures on the Pacific Highway in Douglas County, known as State Highway Contract No. 3777.

When we receive more information concerning this claim we will promptly advise you.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - Hansen & Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

Hansen & Rowland, Inc.
611 Henry Building
Portland, Oregon

Snook Brothers
P. O. Box 687
Corvallis, Oregon

[illegible] ON CARD
12-2-53

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717

November 12, 1953

Hansen & Rowland Inc.
General Agents
13th Floor Puget Sound Bank Bldg.
Tacoma 1, Washington

Attention: Mr. Leonard E. Frank
Surety Bond Department

Gentlemen:

Responding to your request of November 11, 1953 I enclose a list of claims that have been filed with the State Highway Commission against Snook Brothers in connection with State Highway Contract No. 3797 for construction of the Calapooya Creek Bridge and Stearns Lane Overcrossing on the Pacific Highway in Douglas County.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl.

CLAIMS FILED AGAINST SNOOK BROTHERS ON CONTRACT NO. 3797

4-27-53	J. D. Walling	Crushed Rock	$1414.25
5-11-53	Portland Wire & Iron Works	Bearing Plates & Deck Hangers	1925.00
6-11-53	Roseburg Sand & Gravel Co.	Aggregates	1436.10
10-23-53	S. M. Crites Co.	Equipment work & Cement	1064.00

HANSEN & ROWLAND INC.
GENERAL AGENTS
SURETY BONDS - GENERAL INSURANCE
TACOMA, WASHINGTON

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO
LOS ANGELES

November 11, 1953

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

AIR MAIL

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Re: Bond 58407 - Snook Brothers -to- State of Oregon
Contract for Calapooya Creek Bridge and Stearns
Lane Overcrossing on Pacific Highway, Douglas
County, Oregon-Federal Aid Proj. BFI-189(11)

Gentlemen:

We should be pleased to have the latest information on the number of claims filed under the above captioned contract indicating unpaid bills of Snook Brothers on this project.

Would you please give us this information by name of creditor, amount of claim and date of filing of claim, if possible. We attach self-addressed envelope for your convenience in replying and thank you in advance for your help.

Very truly yours

HANSEN & ROWLAND, Inc.
General Agents.

Leonard E Frank

LEF:sf

Leonard E. Frank,
Surety Bond Department.

REFERRED TO [illegible]
BY SECRETARY

[illegible]

ANSWERED
H. B. GLAISYER

RECEIVED
1953
FOR FILING

3797

Lewis

October 27, 1953

Maryland Casualty Company
Baltimore 3, Maryland

Gentlemen:

Attached is a claim filed with the Secretary of State by S. M. Crites Company against Snook Brothers. The claim is in the sum of $1,064.00 for equipment rental furnished the contractor on State Highway Contract No. 3797 for work on the Calapooya Creek and Stearns Lane Structures on the Pacific Highway, Douglas County.

This information is provided as your company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Hansen & Rowland, Inc.
611 Henry Building
Portland, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

Snook Brothers
P. O. Box 687
Corvallis, Oregon

NOTED ON CARD
10-28-53

COPY

[illegible]

[illegible]

[illegible]

[illegible], 1957.

Earl T. [illegible],
[illegible]
[illegible].

Dear Sir:

To the [illegible]:

Notice hereby is given that the undersigned, [illegible] Company, has a claim for equipment rental (machine, [illegible]) in the sum of [illegible] ([illegible]), [illegible] of [illegible]; [illegible] 7?7; [illegible], [illegible].

[illegible]

[illegible]

[illegible]

[illegible]
[illegible]
[illegible], [illegible]
[illegible], [illegible]

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FOR FILING

[illegible]

3797

Lewis

October 27, 1953

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: E. Libby

Dear Sir:

Thank you for your letter of October 23 to which was attached three copies of a claim filed with your office by S. M. Crites Company against Snook Brothers. This claim in the sum of $1,064.00 is for equipment rental on State Highway Contract No. 3797, your file No. 3418.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD
10-29-53

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

[illegible]

[illegible], [illegible]
[illegible]
[illegible]

[illegible]:

[illegible] receiv[illegible] from [illegible] notice of claim [illegible] of [illegible] [illegible], [illegible] Pacific [illegible] County, [illegible] No. [illegible], [illegible] No. [illegible].

[illegible]

[illegible]

[illegible],

[illegible]

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RECEIVED
OCT 26 1953
OREGON
STATE HIGHWAY COMMISSION

11-23-53

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[illegible]

mrs Lewis

September 10, 1953

Maryland Casualty Company
c/o Hansen & Rowland Inc.
General Agents
Tacoma, Washington

Attention: Mr. K. M. Mace
Attorney-in-Fact

Gentlemen:

This acknowledges your letter of September 8, 1953 in which you as Attorney-in-Fact for the Maryland Casualty Company, surety on the bond furnished by Snook Brothers in connection with State Highway Contract No. 3797 for construction of the Calapooya Creek Bridge Project, order that final payment not be made to Snook Brothers for work performed under this contract without the consent of the Maryland Casualty Company.

I shall be pleased to comply with your request, and our Auditor is being instructed today accordingly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: C. H. Maison
F. Query

Mr. Maison:

Attached are two prints of Mr. Mace's letter. Will you kindly mark your records to hold up further payments on this job until released ~~from~~ by this office.

NOTED ON CARD
9-10-53

HBG

Mr. Query:

Attached hereto is original letter from Mr. Mace. Please have Mrs. Lewis record this on the card and then file.

HBG

HANSEN & ROWLAND INC.
GENERAL AGENTS
SURETY BONDS - GENERAL INSURANCE
TACOMA, WASHINGTON

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO
LOS ANGELES

September 8, 1953

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Oregon State Highway Department
Salem, Oregon

377

Re: Bond 58407 - Snook Brothers
Calapooya Creek Bridge Project.

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

The Maryland Casualty Company, Surety on the above captioned bond, hereby puts you on notice that final payment is not to be made under said contract without said Maryland Casualty Company's consent.

Will you kindly advise us that you have marked your records accordingly?

Very truly yours

MARYLAND CASUALTY COMPANY

H. M. Mace

K. M. Mace
Attorney-in-Fact

KMM:sf

RECEIVED
SEP [illegible] 1953
[illegible]

ACKNOWLEDGED
H. B. GLAISYER

[illegible] CARD
9-[illegible]

RECEIVED
FOR FILING

FFI-1(1)

3797

September 3, 1953

Hansen & Rowland Inc.
1300 Puget Sound Bank Building
Tacoma, Washington

Attention: Mr. K. M. Mace

Gentlemen:

Final payment on State Highway Contract No. 3797 awarded to Snook Bros. for bridge construction over Calapooya Creek-Stearns Lane on the Pacific Highway in Douglas County will, as stated in our letter of July.28, be paid as soon as we have advice that claims against the contract have been satisfied.

As you know, the contract was accepted by the Commission on August 6, 1953. Since we wrote to you on July 28, 1953, another claim was filed in this office on August 26 by S. M. Crites Company in the sum of $1,064 and concerning which we advised your office on August 31, 1953.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:nr

HANSEN & ROWLAND INC.
GENERAL AGENTS
SURETY BONDS · GENERAL INSURANCE
TACOMA, WASHINGTON

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO
LOS ANGELES

August 31, 1953

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission
Salem, Oregon

Attention: Mr.H. B. Glaisyer, Secretary

Re: Bond No. 58407 - Snook Bros. -to- State of Oregon -as- Contract for Calapooya Creek Bridge and Stearns Lane Overcrossing on Pacific Highway, Douglas County, Oregon. FAP No. BFI-189(11) State Highway Contract No. 3797

Gentlemen:

Under date of August 20, 1953 we wrote to you with reference to the captioned contract and as yet we have not had a reply.

Since writing to you we have noted in the Portland Daily Journal of Commerce that the contract was accepted as of August 6, 1953 therefore the only question remaining unanswered is when the final payment schedule is to be released assuming that the claims presently filed are fully satisfied in the meantime.

It is imperative that we have this information at once and therefore thank you for prompt reply.

Very truly yours,

HANSEN & ROWLAND, INC.
General Agents

K. M. Mace, Asst. Mgr.
Surety Bond Department

KMM/dh

RECEIVED
SEP 3 1953
OREGON
STATE HIGHWAY COMMISSION

HANSEN & ROWLAND INC.
GENERAL AGENTS
SURETY BONDS - GENERAL INSURANCE
TACOMA, WASHINGTON

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO
LOS ANGELES

August 20, 1953

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Re: State Highway Contract No. 3797

Gentlemen:

We acknowledge receipt of your letter of July 28, 1953 in which you informed us that the above captioned contract was completed as of July 23, 1953 but had not as yet been accepted by the Highway Commission.

We will appreciate your prompt advices as to when acceptance is contemplated and when final payment of the earned estimate and retainage can be released, going on the assumption that the claims presently filed are satisfied.

We will also appreciate your advices as to whether or not any claims other than those mentioned in your letter of July 28th have been filed with you.

Very truly yours,

HANSEN & ROWLAND, INC.
General Agents

K. M. Mace

K. M. Mace, Asst. Mgr.
Surety Bond Department

KMM/dh

RECEIVED
1953
FOR FILING

Lewis

[illegible]

3797

August 31, 1953

S. M. Crites Company
P. O. Box 952
Roseburg, Oregon

Attention: Mr. C. V. Crites

Gentlemen:

Your letter of August 26 addressed to Mr. G. S. Paxson concerning a claim you have against Snook Bros. has been forwarded to this office for reply.

The contract to which you refer is apparently our Contract No. 3797 for construction of a bridge and overcrossing on Calapooya Creek and Stearns Lane on the Pacific Highway in Douglas County. This contract was completed June 23 and accepted by the Highway Commission on August 6, 1953. If you wish to protect your claim for a period longer than six months following completion of the contract and acceptance by the Highway Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in preparing such a filing, we have attached an excerpt from the Oregon Laws outlining the necessary procedure.

In the meantime, your claim will be noted in our records, and we will advise the surety, the Maryland Casualty Company, that it has been received. The agent in this job is Hansen & Rowland, Inc., 611 Henry Bldg., Portland, Oregon. We also will notify the contractor that your claim has been filed with us.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:nr
Enclosure

[illegible] ON CARD
8-31-53

S. M. Crites Company
EXCAVATING & ROAD CONSTRUCTION
P. O. Box 952 - Phones: Office 3-7323 - Residence ~~930-R-2~~ 3-4092
ROSEBURG, OREGON

August 26,1953.

Mr.G.S.Paxon,Bridge Engineer.
Oregon State Highway Department
Bridge Department
Salem,Oregon.

Dear Sir:

Last year and this year,we have done a great amount of work(Back Hoe,Clam,Crane,Poured Cement and Cat work),for Snook Brothers,Box 687,Corvallis,Oregon,on a Bridge Job over the Calapooya River,West of Oakland and Sutherlin.

May 19,1953,they paid us some money on account.Since then we have not been able to get any money from them.There is a Balance Due us of $1064.00.

We contacted Mr.McClure here and he advised us to tell you our story and that you might be able to help us if the State has not settled with them in full.

Any help or advise you can give us will be greatly appreciated.

Thanking You in advance for your assistance.

Very Truly Yours,
S.M.Crites Company
C.V.Crites
C.V.Crites.

RECEIVED
AUG 27 1953
OREGON STATE HIGHWAY COMMISSION

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

8-26-53

RECEIVED
SEP 2 1953
FOR FILING

Lewis

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

NOTED ON CARD

[illegible]

RECEIVED
1953
FORM E-123 90M REVISED 2-52
FOR FILING

R H Baldock

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

CF1-18 1/11

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

August 26, 1953

Mr. G. S. Paxson, Bridge Engineer
Oregon State Highway Department
Bridge Department
Salem, Oregon

Dear Sir:

Last year and this year, we have done a great amount of work (Back Hoe, Clam, Crane, Poured Cement and Cat work), for Crook Brothers, Box 687, Corvallis, Oregon, on a Bridge Job over the Calapooya River, West of Oakland and Sutherlin.

May 19, 1953, they paid us some money on account. Since then we have not been able to get any money from them. There is a Balance Due us of $1064.00.

We contacted Mr. McClure here and he advised us to tell you our story and that you might be able to help us if the State has not settled with them in full.

Any help or advise you can give us will be greatly appreciated.

Thanking You in advance for your assistance.

Very Truly Yours,
S. M. Crites Company

C. V. Crites

NOTED
State Highway Engineer

RECEIVED
FOR FILING

[illegible]

3797

July 28, 1953

Maryland Casualty Company
Baltimore 3,
Maryland

Gentlemen:

State highway contract No. 3797 for the Bridge and Overcrossing Project on the Calapooya Creek and Stearns Lane Section of the Pacific Highway in Douglas County was completed by the contractor, Snook Brothers, on June 23, 1953, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $8,794.31 will be released to the contractor after acceptance by the Commission and after we have received evidence that claims filed against the job have been satisfied. The total contract amount is $111,507.39, of which amount $121.92 represents force account items.

There are claims filed against this project by J. L. Walling in the amount of $1,414.25, Portland Wire & Iron Works in the amount of $1,925.00 and the Roseburg Sand & Gravel Co. in the amount of $1,436.10, of which you have been previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
cc - Maryland Casualty Company
Hansen & Rowland, Inc
Phil G. Spexarth, Mgr.
611 Henry Bldg.
Portland 4, Oregon

Maryland Casualty Company
Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Washington

NOTED ON CARD
7-28-53

RECEIVED
FOR FILING

HPI-18(4)

3977

WHITE BROTHERS CONSTRUCTION CO., Inc.

file

General Contractors
Third and Sumach Streets . Telephone 680
~~WALLA WALLA, WASHINGTON~~
Oakland - Ore

7-2-53

NOTED
F. QUERY

State Hy Dept
Salem.

Att S.H. Probert

Gentlemen

Please cancel our statement to Snow Bro Const Co. as we received payment 7/1-53

Thank you.

White Bro Const Co
Oakland, Ore
H [illegible]

[illegible]

July 2, 1953

White Brothers Construction Co., Inc.
P. O. Box 638
Oakland, Oregon

Gentlemen:

This is to acknowledge receipt of your letter and statement of June 29 advising that you have a claim against Snook Brothers in the total amount of $504.16.

We presume that this claim is in connection with a state highway contract awarded to Snook Brothers; however, we do not wish to notify the surety and enter the claim in our records until we know for certain to which contract the claim pertains. It is possible that the claim may be in connection with State Highway Contract No. 3797, awarded to Snook Brothers for construction of the Calapooya Creek and Stearns Lane Overcrossing.

Will you kindly advise us in this matter so that we may complete our records.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

J. Cont. — will you
please [illegible] these people
the info necessary to
file a claim —
L [illegible]

O., Inc.

We wish to file this claim against Snook Bros Const Co, Corvallis. Oregon for work we hav done for them from Dec 27,1952 Inc May 15, 1953.

DATE	HOURS	EQ.	RATE	TOTAL
12/29/53	5	N W 25	10.50	
1/19/53	8½	"	"	52.50
	and oiler	"		
2/6/53	2½	T D 9		105.88
2/17/53	6½	"	7.35	18.38
2/18/53	2	"	"	47.70
3/3/53	1½	Patron	"	14.70
2/25-3/17-3/9	Welder Labor & Machine		10.00	15.00
3/17/53	1	T D 9	3½hr EA	17.50
3/12/53	8	N W 25 Not Operated	7.35	7.35
3/11/53	8	" " "		64.80
5/14/53	5	T D 9		64.80
3/15/53	6	"	7.35	36.75
3/15/53	2	"	"	44.10
			"	14.70
		TOTAL DUE		$504.16

White Bros. Const. Co
P O Box 638
Oakland, Oregon

COMPY TO
Snook Bros Const Co
Corvallis Oregon

COMMISSION
DEPARTMENT

WHITE BROTHERS CONSTRUCTION CO., Inc.

General Contractors

Third and Sumach Streets . Telephone 680
~~WALLA WALLA, WASHINGTON~~

Oakland Oregon
June 29,1953

State Highway Dept
Salem Oregon

Gentlemen

We wish to file this claim against Snook Bros Const Co, Corvallis Oregon for work we hav done for them from Dec 27,1952 Inc May 15, 1953.

DATE	HOURS	EQ.	RATE	TOTAL
12/29/53	5	N W 25	10.50	52.50
1/19/53	8½ and oiler	" "	"	105.88
2/6/53	2½	T D 9	7.35	18.38
2/17/53	6½	"	"	47.70
2/18/53	2	"	"	14.70
3/3/53	1½	Patrol	10.00	15.00
2/25-3/17-3/9	Welder Labor & Machine		3½hr EA	17.50
3/17/53	1	T D 9	7.35	7.35
3/12/53	8	N W 25 Not Operated		64.80
3/11/53	8	" " "		64.80
5/14/53	5	T D 9	7.35	36.75
3/15/53	6	"	"	44.10
3/15/53	2	"	"	14.70
		TOTAL DUE		$504.16

White Bros. Const. Co
P O Box 638
Oakland, Oregon

COMPY TO
Snook Bros Const Co
Corvallis Oregon

COMMISSION
DEPARTMENT

RECEIVED
1953
FOR FILING

BF1-1296(1)

3797

June 30, 1953

REFERRED TO Mrs Lewis
BY SECRETARY

First Corvallis Bank
Corvallis, Oregon

Attention: Mr. W. M. Burkhart
Vice President and Cashier

Gentlemen:

This is to acknowledge and thank you for your letter of June 25, 1953 advising you have no further interest in the assignment given you by Snook Brothers on December 25, 1952 whereby Snook Brothers assigned to you monies earned by them in connection with State Highway Contract No. 3797 for construction of the Calapooya Creek Bridge and Stearns Lane Overcrossing project on the Pacific Highway in Douglas County.

Our records are being changed accordingly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Maryland Casualty Company
1300 Puget Sound Bank Building
Tacoma, Washington

C. H. Maison
F. Query

Mr. Maison:

Attached is a duplicate signed copy of a letter received from First Corvallis Bank. Future payments in connection with this job should be made direct to Snook Brothers.

HBG

NOTED ON CARD
6-30-53

Mr. Query:

Attached is letter received from First Corvallis Bank. Please have Mrs. Lewis place the information on the card for this job. I am notifying the Accounting Division.

HBG

FIRST CORVALLIS BANK

CORVALLIS, OREGON

June 25, 1953

Oregon State Highway Department
Salem, Oregon

Gentlemen:

On December 25, 1952 Snook Brothers made an assignment of claim in our favor on their contract No. 3797 for construction of Calapooya Creek Bridge-Stearns Lane Project.

Please be advised that we have no further interest in the assignment and this will serve as a release of the assignment.

Yours very truly,

W M Burkhart

W. M. Burkhart
Vice President & Cashier

WMB:c

cc Maryland Casualty Company
1300 Puget Sound Bank Building
Tacoma, Washington

RECEIVED
JUN 26 1953
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

NOTED ON CARD
6-25-53

Lewis

RECEIVED
JUN 18 1953
FOR FILING

cc: Mr. G. S. Paxson
Mr. Tom Edwards

[illegible]
3797

June 17, 1953

Roseburg Sand and Gravel Company
P. O. Box 1207
Roseburg, Oregon

Attention: Mr. Don Metzger, President

Gentlemen:

Your letter of June 11 addressed to Mr. Tom Edwards concerning your claim against Snook Brothers has been forwarded to this office for reply. Your letter states that you have an account with Snook Brothers in the amount of $1,436.10 for aggregates used in construction of the bridge over Calapooya Creek. Apparently this is State Highway Contract No. 3797 awarded to Snook Brothers for construction of a bridge and overcrossing over Calapooya Creek and Stearns Lane on the Pacific Highway in Douglas County. This contract has not been completed to date, but is expected to be done about August 31, 1953.

The State Highway Department does not make payments to claimants directly as we have no way of determining the validity and correct amount of the claims; however, we do record the claims and advise the surety and the contractor that they have been received. In most cases it is our practice to withhold final payment and in other instances also the semi-final payment if unsatisfied claims are recorded with us.

If you wish to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. We have attached an excerpt from the Oregon Laws outlining the necessary procedure for a filing. In the meantime we will note your claim in our records and will advise the Maryland Casualty Company through Hansen and Roland, Inc., 611 Henry Building, Portland that your claim has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
6-17-53 g.C

Secretary

FAQ:md 6/16

Paid [illegible]

[illegible] possible claim

[illegible] Contract 3797

[illegible] Snook Bros [illegible]

Dear Sir

We attach hereto a letter from Don Metzger, President of the Roseburg Sand & Gravel Company, concerning an unpaid account with Snook Brothers. This refers to the construction of the bridges at Calapooya Creek and Stearns Lane, Contract #3797.

Please take the necessary steps to insure payment of this account prior to release of the final estimate.

Very truly yours

Tom Edwards

Tom Edwards
Division Engineer

TE:rw

Enc.

cc Don Metzger

RECEIVED
JUN 12 1953
[illegible] HIGHWAY COMMISSION
[illegible] DEPARTMENT

[illegible]

6-11-53

FORM E-30 25M 9-51 82319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
June 11, 1953

SUBJECT: 10-1064

To: G. S. Paxson
Bridge Engineer

Dear Sir

We attach hereto a letter from Don Metzger, President of the Roseburg Sand & Gravel Company, concerning an unpaid account with Snook Brothers. This refers to the construction of the bridges at Calapooya Creek and Stearns Lane, Contract #3797.

Please take the necessary steps to insure payment of this account prior to release of the final estimate.

Very truly yours

Tom Edwards

Tom Edwards
Division Engineer

TE:rw

Enc.

cc Don Metzger

RECEIVED
JUN 12 1953
[illegible] STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

[illegible]

6-11-53,

DON METZGER

PHONE 3-4656

ROSEBURG SAND & GRAVEL CO.
OFFICE SHADY POINT
P. O. BOX 1207
ROSEBURG, OREGON

June 11, 1953

Mr. Tom Edwards,
Division Engineer,
Oregon State Hwy. Dept.,
Roseburg, Oregon

Dear Tom;

We have an account with Snook Bros. Construction Co. amounting to $1436.10 for aggregates used in the construction of the bridge over Calapooia Creek on the White Bros. contract.

I believe Snook Bros. still have money retained by the State. I would appreciate your taking the proper action to pmotect my investment in your bridge, which I do not particularly need.

Incidentally, this account was opened on Dec. 5, 1952 and the last charge was entered on March 20, 1953.

Thank you for your attention to this matter.

Yours very truly,

Don Metzger

Don Metzger, Pres.

RECEIVED
JUN 12 1953
STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
1953
FOR FILING

Ferris

June 17, 1953

Maryland Casualty Company
Baltimore 3, Maryland

Gentlemen:

We have received a communication from the Roseburg Sand and Gravel Company, P. O. Box 1207, Roseburg, stating that Snook Brothers Construction Company owes them $1,436.10 for aggregates used in the construction of the bridge over Calapooya Creek. They apparently refer to State Highway Contract No. 3737, awarded to Snook Brothers for construction of a bridge and overcrossing on the Calapooya Creek and Stearns Lane Section of the Pacific Highway in Douglas County. They state that the account was opened December 5, 1952, and the last charge was entered on March 20, 1953.

We provide this information as your Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 6/16

cc - Hansen & Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

Hansen & Rowland, Inc.
611 Henry Building
Portland 4, Oregon

Snook Brothers
P. O. Box 687
Corvallis, Oregon

FILED ON CARD
6-17-53

RECEIVED
MAY [illegible] 1953
FOR FILING

[illegible]
3797

May 12, 1953

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of May 11th to which was attached three copies of a claim filed with your office by the Portland Wire and Iron Works against Snook Brothers on State Highway Contract No. 3797 in the sum of $1,925.00.

Respectfully yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md

5-12-53 g

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 11, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date the following notices of claims by Portland Wire & Iron Works:

For furnishing the expansion bearing plates and deck hangers in the sum of $1,9[illegible].00 against the bond taken from Snook Bros, Principal, and Maryland Casualty Company, Surety, Hanson & Rowland, Inc., Agents, for the work of installing the Calapooya Creek Bridge #7563, near Oakland, Oregon, our file No. 3398. 3797

For furnishing the expansion rockers and deck drains in the sum of $358.05 against the bond taken from Snook Bros., Principal, and Maryland Casualty Company, Surety, Hansen & Rowland, Inc. Agents, for the work of installing the Nehalem River Bridge #3112A, 6 miles South of Birkenfeld, Oregon, Nehalem Secondary Highway, our file No. 3399. 694

We are enclosing three copies each of the claims for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By

Clerk
Records Division

NF:M
Enc.

RECEIVED
MAY 12 1953
OREGON
STATE HIGHWAY COMMISSION

5-11-53

RECEIVED
MAY [illegible] 1953
FOR FILING

3797

May 12, 1953

Maryland Casualty Company
Baltimore 3, Maryland

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by the Portland Wire and Iron Works. The claim is for bearing plates and deck hangers furnished Snook Brothers on State Highway Contract No. 3797 for construction of a bridge and overcrossing on the Calapooya Creek and Stearns Lane Section of the Pacific Highway in Douglas County. The claim is in the sum of $1,925.00.

We provide this information as your Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md
Attach.

cc - Hansen & Rowland, Inc.
611 Henry Building
Portland, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

Snook Brothers
P. O. Box 687
Corvallis, Oregon

5-12-53

Empire 2194

[illegible]

PORTLAND WIRE & IRON WORKS

Established [illegible]

Fabricators of Structural Steel and Wire

[illegible]

4644 S. E. [illegible]
Portland, Oregon

[illegible] 1957

To: The Secretary of State
State of Oregon
Salem, Oregon

Notice hereby is given that the undersigned, Portland Wire & Iron Works, has a claim for furnishing the expansion bearing at the [illegible] deck [illegible] in the sum of $1,9[illegible] against the bond taken from the [illegible] Surety Company and their agent is [illegible] Inc., 611 [illegible] Building, Portland, Oregon, for the [illegible] of installing the [illegible] Creek Bridge #7563, [illegible], Oregon, (Snook Bros., P. O. Box 627, Corvallis, Oregon).

Portland Wire & Iron Works

A. L. [illegible]
Signed by:..................................
A.L. [illegible], Vice-President

RECEIVED
File No. [illegible]
Filed [illegible] 11, 1957
EARL T. NEWBRY, Secretary of State

RECEIVED
MAY [illegible] 1953
FOR FILING
BEI-189(A)
2127

MARYLAND CASUALTY COMPANY
STEWART McDONALD, CHAIRMAN OF THE BOARD
WILLIAM T. HARPER, PRESIDENT
BALTIMORE 3

CLAIM DIVISION
W. KENYON LLOYD
VICE-PRESIDENT

H. G. LEWIS, JR.
MANAGER, CLAIM DIVISION
H. ELLSWORTH MILLER
CHIEF CLAIM ATTORNEY

SURETY DEPARTMENT
GEO. W. DEXTER, MANAGER

May 7, 1953

Mr. H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION
State Highway Department
Salem, Oregon

Attn: Floyd Query, Acting Sec't.

Dear Mr. Glaisyer:

Re: Our Bd. # 90-116102
State of Oregon
Snook Brothers

Receipt is acknowledged of yours of May 1st regarding the statement of J. D. Walling.

We have every reason to believe that Snook Brothers will take care of the situation in due course. Therefore, we feel that our principal should be given an opportunity to liquidate the matter.

Thanking you for your cooperation, we remain

Very truly yours,

Henry H. Ireton

Henry H. Ireton
Attorney

HHI:km

cc-Hansen & Rowland, Inc.

RECEIVED
FOR FILING
[illegible]
2777

PORTLAND WIRE & IRON WORKS

C
O
P
Y

May 6, 1953

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Pursuant to Chapter 44 of Public Contracts and Employment thereunder Article 1, (Contractors, Bonds, Bids and Bidding), we hereby give you notice that we have not received full remuneration for materials furnished the Snook Bros., on jobs: Nehalem River Bridge #3112A, 6 Miles South of Birkenfeld, Oregon, Nehalem Secondary Highway, and, Calapooya Creek Bridge #7563 near Oakland, Oregon.

S-213(14)
2694

Enclosed herewith are our official notices to you in order that they may become a public record.

Very truly yours,

PORTLAND WIRE & IRON WORKS

C. A. Lomax

CAL:o
Encl.
cc:osh Comm.

RECEIVED
FOR FILING

Lewis

[illegible]

3797

May 1, 1953

Mr. J. D. Walling
Sutherlin, Oregon

Dear Mr. Walling:

This is to acknowledge your letter of April 27 in which you state that you have a claim against Snook Brothers in the amount of $1,414.25 for crushed rock delivered to them on State Highway Contract No. 3797 for construction of a bridge and overcrossing on the Calapooya Creek and Stearns Lane Section of the Pacific Highway in Douglas County. This contract has not been completed but is expected to be done by August 31, 1953.

If you feel it necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in so doing, we have attached an excerpt from the Oregon Laws outlining the necessary procedure. In the meantime, your claim will be noted in our records and we will notify the Maryland Casualty Company through Hansen and Rowland, Inc., 611 Henry Building, Portland, that your claim has been received.

The State does not pay directly to claimants as we have no sure means of determining the amount and validity of various claims.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md 4/30
Attach.

NOTED ON CARD

SHOVEL, DRAG-LINE AND TRUCKS

PORTABLE ROCK CRUSHER

J. D. WALLING
GENERAL CONTRACTOR
Sutherlin, Oregon

April 27, 1953

3797

Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

After phone calls to various State Offices I have been told that you are the one to help me in collecting a past due bill that I have against Snook Bros, Contractors of Corvallis.

They have been doing a small bridge job over the Calapooia Creek, located West of Oakland, and I have supplied part of the rock needed on this job, first delivery starting on December 1, 1952 and the last on March 17.

Todate, I have been unsuccessful in receiving even a partial payment for any of the bill which is now $1,414.25, just constant promises that a check will be in the mail in a few days.

I hold tickets signed by their representative for every yard of material delivered to this job but am enclosing an unitemized monthly statement of their bill. Should you desire the itemized account I will gladly mail it to you.

I will greatly appreciate your help in getting this matter cleared from my books soon.

Sincerely,

J. D. Walling
J. D. Walling

JDW:p
Encl.

STATEMENT

SHOVEL, DRAG-LINE AND TRUCKS

PORTABLE ROCK CRUSHER

J. D. WALLING

GENERAL CONTRACTOR
SUTHERLIN, OREGON

April 1, 1953

SOLD TO:

Snook Bros.
Corvallis, Oregon

December rock	266 yards at $2.50 delivered	665.00
	33 yards at $2.25 delivered	74.25
January rock	20 yards at $2.50 delivered	50.00
March rock	295 yards at $2.50 delivered	737.50
		1526.75
	Less credit for 45 yards rock delivered and rejected	112.50
		1414.25

Floyd Query, Acting Secretary

FAQ:md 4/30

cc - Hansen & Rowland, Inc.
611 Henry Building
Portland, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

Snook Brothers
Post Office Box 687
Corvallis, Oregon

NOTED ON CARD
5-1-53

Lewis

RECEIVED
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FOR FILING

[illegible]

[illegible]

May 1, 1953

Maryland Casualty Company
Baltimore 3, Maryland

Gentlemen:

We have received a letter and a statement from J. D. Walling of Sutherlin, Oregon, in which he states that Snook Brothers owe him $1,414.25 for crushed rock delivered during December, 1952, and January and March, 1953. This material, they state, was furnished in connection with Snook Brothers' operations on the State Highway Contract No. 3797 for construction of a bridge and overcrossing on the Calapooya Creek and Stearns Lane Section of the Pacific Highway in Douglas County. Mr. Walling states that no payment of any kind has been made for the material furnished.

This information is provided as your Company appears as surety on the performance bond furnished for the contract mentioned above.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md 4/30

cc - Hansen & Rowland, Inc.
611 Henry Building
Portland, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

Snook Brothers
Post Office Box 687
Corvallis, Oregon

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Williams

NOTED
W. C. WILLIAMS

COPY

J. D. WALLING
GENERAL CONTRACTOR

Sutherlin, Oregon

April 27, 1953

Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

After phone calls to various State Offices I have been told that you are the one to help me in collecting a past due bill that I have against Snook Bros, Contractors of Corvallis.

They have been doing a small bridge job over the Calapooja Creek, located West of Oakland, and I have supplied part of the rock needed on this job, first delivery starting on December 1, 1952 and the last on March 17.

Todate, I have been unsuccessful in receiving even a partial payment for any of the bill which is now $1,414.25, just constant promises that a check will be in the mail in a few days.

I hold tickets signed by their representative for every yard of material delivered to this job but am enclosing an unitemized monthly statement of their bill. Should you desire the itemized account I will gladly mail it to you.

I will greatly appreciate your help in getting this matter cleared from my books soon.

Sincerely,

/s/ J. D. Walling
J. D. Walling

JDW:p
Encl.

J. D. WALLING
GENERAL CONTRACTOR
Sutherlin, Oregon
April 1, 1953

Sold to:
Snook Bros.
Corvallis, Oregon

December rock	266 yards at $2.50 delivered	665.00
	33 yards at $2.25 delivered	74.25
January rock	20 yards at $2.50 delivered	50.00
March rock	295 yards at $2.50 delivered	737.50
		1526.75
Less credit for 45 yards rock delivered and rejected		112.50
		1414.25

RECEIVED
FOR FILING

[illegible]

3797

April 23, 1953

Portland Wire & Iron Works
4644 S. E. Seventeenth Avenue
Portland 2, Oregon

Gentlemen:

The surety on Contract No. 3797, awarded to Snook Brothers for construction of the Calapooya Creek and Stearns Lane structures, is the Maryland Casualty Company and their agent in this instance is Hansen and Rowland, Inc., 611 Henry Building, Portland.

On Contract No. 3694, awarded to Snook Brothers for construction of a bridge on the Nehalem River in Clatsop County, the surety is the same company and agent.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md

EMPIRE 2194

PORTLAND WIRE & IRON WORKS

ESTABLISHED 1892

Fabrication and Erection of Steel and Wire

STEEL AND WIRE DISTRIBUTORS
4644 S. E. SEVENTEENTH AVENUE
PORTLAND 2, OREGON

22 April 1953

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We would appreciate knowing who the Bonding Companies are covering Snook Bros., General Contractors, P.O. Box 687, Corvallis, Oregon, on the following jobs:

1. Calapooya Creek Bridge #7563 3797
   near Oakland, Oregon

2. Nehalem River Bridge #3112 A
   6 miles South of Birkenfeld, Oregon, 3694
   Nehalem Secondary Highway

Thanking you for this information, we are

Very truly yours,

PORTLAND WIRE & IRON WORKS

C.A. Lomax

CAL:o C.A. Lomax

RECEIVED
APR 23 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1953
FOR FILING

RFI-189(1)

711

March 4, 1953

Sutherlin Machine Works
Post Office Box 242
Sutherlin, Oregon

Attention: Mr. H. K. Halvorsen, Jr.

Gentlemen:

Thank your for your letter of February 28 advising that Snook Brothers have become current to January 1, 1953, in connection with the claim you had against them, which we assume is the one for $237.63.

We will advise the contractor and the surety that your letter has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

H. K. HALVORSEN TELEPHONE OAKLAND 2476

Sutherlin Machine Works
POST OFFICE BOX 242, SUTHERLIN, OREGON

February 28, 1953

Oregon State Highway Dept.
Salem, Oregon

Attn: Mr. H. B. Glaiyser, Secretary

Dear Sir:

We wish to inform you that Snook Bros. have become current to Jan. 1, 1953 with regard to our claim and we have been assured of their cooperation in the future.

We would appreciate your informing their bonding agency and the noting of your records accordingly. Thank you.

Yours truly,

SUTHERLIN MACHINE WORKS

H K Halvorsen Jr.
H. K. Halvorsen, Jr.
General Manager

pjp

RECEIVED
MAR 3 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

3797

March 4, 1953

Maryland Casualty Company,
Baltimore 3,
Maryland.

Gentlemen:

We have received a letter from the Sutherlin Machine Works in which they write as follows:

"We wish to inform you that Snook Bros. have become current to Jan. 1, 1953 with regard to our claim and we have been assured of their cooperation in the future."

Apparently they refer to payment of a claim in the amount of $237.63 filed in this office and concerning which we notified you on February 27, 1953. This claim had to do with State Highway Contract No. 3797 awarded to Snook Brothers for bridge and overcrossing structures on the Calapooya Creek and Stearns Lane Section of the Pacific Highway in Douglas County.

This information is furnished as the Maryland Casualty Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Hansen & Rowland, Inc.
611 Henry Building
Portland, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

Snook Brothers
P. O. Box 687
Corvallis, Oregon

[illegible]

RECEIVED
FOR FILING

LFI-151(11)

3797

Lewis

February 27, 1953

Maryland Casualty Company
Baltimore 3, Maryland

Gentlemen:

A letter dated February 26th has been received from the Sutherlin Machine Works, Post Offoce Box 242, Sutherlin, stating that they have a claim against Snook Brothers in the sum of $236.63 for fabricating and machine work furnished on State Highway Contract No. 3797 for a bridge and overcrossing on the Calapooya Creek and Stearns Lane Section of the Pacific in Douglas County. They state that this account is in arears since October 24, 1952.

We provide this information as your Company appears as surety on the performance bond furnished with the above-mentioned contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Hansen & Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

Hansen & Rowland, Inc.
611 Henry Building
Portland 4, Oregon

Snook Brothers
P. O. Box 687
Corvallis, Oregon

NOTED ON CARD

[illegible]

RECEIVED

FOR FILING

[illegible]

February 27, 1953

Sutherlin Machine Works
Post Office Box 242
Sutherlin, Oregon

Attention: H. K. Halvorsen, Jr.
General Manager

Gentlemen:

Your letter of February 26th has been received concerning your claim against Snook Brothers for fabricating and machine work performed for them on State Highway Contract No. 3797 for a bridge and overcrossing on the Calapooya Creek and Stearns Lane Section of the Pacific Highway in Douglas County. The amount due, you state, is $237.63.

This contract has not to date been completed.

The Maryland Casualty Company through Hansen and Rowland, Inc., 611 Henry Building, Portland, furnished the performance bond for this contract. The bond assures satisfactory completion of the contract and payment of all bills incurred in connection with it.

If you feel that it is necessary to protect your claim for a period longer than six months following completion of the job and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in preparing this filing, we have attached an excerpt from the Oregon Laws outlining the required procedure. In the meantime, the claim will be noted in our records and we will advise the contractor and the surety that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

2-27-[illegible]

H. K. HALVORSEN

TELEPHONE OAKLAND 2476

Sutherlin Machine Works

POST OFFICE BOX 242, SUTHERLIN, OREGON

February 26th, 1953

3777

State Highway Commission
Salem, Oregon.

Gentlemen:

We have been doing Fabricating and machine work for Snook Brothers Construction Company of Corvallis, Oregon, who hold the Contract on a Bridge accross Calapooia Creek, Highway 99, Douglas County.

Their account is in arrears since October 24th, 1952 and they have not replied to our demands for payment. The amount due as rendered February 1st, 1953 amounts to $237.63.

We will appreciate any assistance you may be able to give us.

Very truly yours
SUTHERLIN MACHINE WORKS
H K Halvorsen Jr.
H. K. Halvorsen, Jr.,
Gen. Mgr.

HH;ih

RECEIVED
FEB 27 1953
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

EFI - 12/10

December 29, 1952

Maryland Casualty Company
1300 Puget Sound Bank Building
Tacoma, Washington

Attention: K. M. Mace, Attorney-in-Fact.

Gentlemen:

This acknowledges your letter of December 24, 1952 with respect to the assignment of funds owing by the State to Snook Brothers for performance of State Highway Contract No. 3797, construction of the Calapooya Creek Bridge-Stearns Lane Project.

It is noted that you consent to the assignment to the First Corvallis Bank of all monies owing to Snook Brothers except retained percentages that may be withheld pending completion of the job and acceptance of the contract by the State Highway Commission.

Also received in today's mail the original and duplicate of the assignment given the First Corvallis Bank by Snook Brothers. Both are signed by Mr. L. Snook on behalf of Snook Brothers. It appears that the requirements of the State Highway Commission with respect to the handling of funds in connection with this job have been satisfied and will accordingly honor the assignment in so far as it pertains to payments other than the retained percentages.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:el
cc: First Corvallis Bank
Corvallis, Oregon

Snook Brothers
P. O. Box 687
Corvallis, Oregon

C. H. Maison
F. A. Query

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1952
FOR FILING
EF1-131(1)
3797

1-1

MARYLAND CASUALTY COMPANY
Stewart McDonald, Chairman of the Board and President

Hansen & Rowland, Inc.
Seattle - Tacoma - Portland
General Agents

December 24, 1952

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer
Secretary

RE: Bond No. 5[illegible]407 - Snook Brothers -to- State of Oregon, as Contract for Calapooya Creek Bridge-Stearns Lane Project. Contract No. 3797.

Gentlemen:

Please be advised that the Maryland Casualty Company, surety on the above captioned bond, hereby gives its consent to the assignment of specific earned estimates on the above contract to the First Corvallis Bank, provided that such consent does not extend to retained percentages withheld pending completion and acceptance of the contract by the Highway Commission.

Trusting that this will serve your purpose, we are

Very truly yours,

MARYLAND CASUALTY COMPANY
1300 Puget Sound Bank Building
Tacoma, Washington

By: /s/ K. M. Mace
K. M. Mace, Attorney-in-Fact.

KMM:zlc

cc - First Corvallis Bank
Corvallis, Oregon

cc - Snook Brothers
P. O. Box 687
Corvallis, Oregon

MEMO:

The original of this letter has been filed with the office copy of Contract No. 3797.

gl

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NOV [illegible] 1952
FOR FILING

[illegible]

3797

October 30, 1952

Snook Brothers
P. O. Box 687
Corvallis, Oregon

Gentlemen:

We enclose herewith, for your files, a fully executed copy of contract No. 3797 which was awarded to you on September 22, 1952 by the State Highway Commission, covering Calapooya Creek Bridge and Stearns Lane Overcrossing on the Pacific Highway in Douglas County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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encl.

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RECEIVED
FOR FILING

September 24, 1952

Snook Brothers
P. O. Box 687
Corvallis, Oregon

Gentlemen:

The State Highway Commission on September 22, 1952, awarded to you State Highway Contract No. 3797 for construction of the Calapooya Creek Bridge and Stearns Lane Overcrossing on the Pacific Highway in Douglas County. This award was based on your bid of $111,100.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

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FOR FILING

Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

September 22, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project No. BFI-189(11), Calapooya Creek Bridge and Stearns Lane Overcrossing Structure on the Oakland-Deady Unit of the Pacific Highway, to Snook Bros. of Corvallis, Oregon, low bidder in the amount of $111,100.00 at the September 22, 1952 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

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SEP [illegible] 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

OREGON DISTRICT
BFI-189(11)
3777

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

September 5, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project BFI-189(11), Oakland Junction-Deady Unit, Chenoweth Park-Deady Section (Calapooya Creek Bridge & Stearns Lane Overcrossing) of the Pacific Highway, have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
C. G. Polk
District Engineer

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T-157(9) [illegible] 1970
the Pacific Hwy. between
[illegible]

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 8, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3798	6-final	AUSLAND & DODSON	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
12748	R-70598	$ 900.41	July 8, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: July 31, 1953

Time Extensions: None

Completion Date: April 22, 1953

Date Accepted: May 18, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-8-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: JUL [illegible]
A. A. Wicklander

[illegible] ON CARD
7-8-53

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JUN 26 1953
FOR FILING

[illegible]

[illegible]

June 24, 1953

Harold A. Johnson Agency
General Casualty Company of America
403 S. E. 6th Street
Grants Pass, Oregon

Gentlemen:

State Highway Contract No. 3798 for construction of a pipe support and widening the Wagner Creek Bridge on the Pacific Highway in Jackson County was completed by the contractor, Ausland & Dodson, on April 22, 1953, and was formally accepted by the Highway Commission on May 18, 1953.

Final payment in the amount of $900.41 will be released to the contractor on or after July 6, 1953. The total contract amount is $13,368.16, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Attn: Surety Department

NOTED ON CARD
6-24-53

RECEIVED
FOR FILING

November 3, 1952

Ausland & Dodson
400 S. W. 6th St.
Grants Pass, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 3798, which was awarded to you on September 22, 1952 by the State Highway Commission, covering Wagner Creek Bridge Widening and Pipe Support on the Pacific Highway in Jackson County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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SEP 25 1952
FOR FILING

September 24, 1952

Ausland and Dodson
400 S. W. Sixth Street
Grants Pass, Oregon

Gentlemen:

The State Highway Commission on September 22, 1952, awarded to you State Highway Contract No. 3798 for construction of the Wagner Creek Bridge on the Pacific Highway between Medford and Ashland in Jackson County. This award was based on your bid of $11,970.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

F-157(9)

September 22, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project F-157(9), County Farm-Ashland Section (Structures), on the Pacific Highway, to Ausland and Dodson of Grants Pass, Oregon, low bidder in the amount of $11,970.00 at the September 22, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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OREGON
STATE HIGHWAY COMMISSION

1942

26-1310 [illegible] [illegible]

Project on [illegible]

#3799 [illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 15, 1953

(CONTRACT NO.) 20-8310	(EST. NO.)	(CONTRACTOR)	
3799	3-final	CALKINS CRUSHING CO	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
8377	R-66319	$ 699.55	5/15/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1953

Time Extensions: None

Completion Date: Feb. 2, 1953

Date Accepted: June 25, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-30-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

~~H. B. Glaisyer~~
~~Acting~~ Secretary

Warrant Mailed:

a. a. Wicklander

HOLD ON CARD
6-30-53

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MAY [illegible] 53
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[illegible]

[illegible]

May 4, 1953

Pacific Indemnity Co.
240 Henry Bldg.
Seattle, Washington

Gentlemen:

State Highway Contract No. 3799 for rock production on the Richardson-Noti Section of the Richardson-Eugene Highway in Lane County was completed by the contractor, Calkins Crushing Co., on February 2, 1953 but has not as yet been formally accepted by the Highway Commission.

Final payment in the amount of $699.55 will be released to the contractor after acceptance by the Commission. The total contract amount is $23,393.00, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Durham & Bates
901 S. W. Washington St.
Portland 5, Oregon

NOTED ON CARD
5-11-[illegible]

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1953
FOR FILING

20-[illegible]

February 27, 1953

Pacific Indemnity Co.
240 Henry Bldg.
Seattle, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Calkins Crushing Co. on contract No. 3799, for rock production on the Richardson-Noti Section of the Richardson-Eugene Highway in Lane County.

This payment, in the amount of $12,442.45, will be released to the contractor on or after March 9, 1953. The retained percentage is $701.86.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington St.
Portland 5, Oregon

NOTED ON CARD

Form E-1—10M—11-51

20-8310

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 7, 1953

Section Richardson-Noti

Kind of work Rock Production

Highway Richardson-Eugene, Secondary

Section prefix 20-8310

Contractor Calkins Crushing Co.

Contract number 3799

Date of contract Sept. 22, 1952

Date of completion Sept. 30, 1953

Date work started Dec. 3, 1953

Estimated date of completion Feb. 2, 1953

Amount of contract $24,150.00

Per cent of time elapsed 138/373 36 %

Estimated cost of completed project, exclusive of engineering $24,150.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $1,049.66, 4.4%

Date project was completed Feb. 2, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

PROGRESS BY CONTRACTOR

Contractor completed project Monday of this week. He is now producing crushed rock from the quarry for Lane Co. and equipment at the site will not be moved until the county job is completed.

ENGINEERING

Tuesday: Transit party remeasured completed stockpile at M.P. 22.74 and 29.1.

This will be the last weekly report.

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

Signed E. E. Umphlett

Address Rm. 5, 506½ Main St., Springfield, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

Stockpiles

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			18.09		
Miles partially completed					
Miles completed					
Total estimated quantities			7,000 C.Y.		
Estimated quantities moved or placed to date			7,000 "		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			19		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	9					1	10
Men and teams							
Men and trucks under 3 tons	9						9
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 2, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors 2, Bulldozers 1, Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Showers		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

State Printing 53382

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DEC 16 1952
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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 11th, 1952

Calkins Crushing Co.
Oceanlake, Oregon

NOTE -
W. C. WILLIAMS

Attention: Mr. Loyd Calkins

Gentlemen:

Your letter advising that you have subcontracted the Richardson-Noti Rock Production Project to E. C. Swaggart has been forwarded to this office by Mr. Umphlette.

Your contract with the State Highway Commission provides that all subcontracts must be approved by the Commission with respect to price etc. We, therefore, request that this subcontract be forwarded immediately before Mr. Swaggart gets too involved in the work.

A statement from you would also be pertinent as to why you feel it necessary to subcontract the entire job, as you apparently are doing. The Highway Commission does not approve of the subcontracting of an entire job except in very unusual cases. Since your prequalifications indicate that you have the equipment necessary to perform the work and your bid indicates that you are prepared to proceed with the work within 20 days, a very complete explanation will be necessary.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: W. C. Williams
Tom Edwards

RECEIVED
FOR FILING

October 23, 1952

Calkins Crushing Co.
Ocean Lake
Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 3799, which was awarded to you on September 22, 1952 by the State Highway Commission, for rock production on the Richardson-Noti Section of the Richardson-Eugene Highway in Lane County.

An executed copy of the above contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 10/23 g

RECEIVED
FOR FILING

September 24, 1952

Calkins Crushing Company
Oceanlake, Oregon

Gentlemen:

The State Highway Commission on September 22, 1952, awarded to you State Highway Contract No. 3799 for the Richardson-Noti Rock Production Project on the Richardson-Eugene Highway about 20 miles west of Eugene in Lane County. This award was based on your bid of $24,150.00, which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
W. M. Franswa, SIAC

[illegible] [illegible] Creek Farm [illegible]
[illegible] area.
[illegible] 19[illegible]

21-3396 Spencer Creek Park Overnight
Camping Area.

[illegible] 19[illegible]

RECEIVED FOR FILING
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
Nov. 5, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3800	6-final	TELLER CONSTR. CO.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21637	R-79803	$ 2,315.94	11/4/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

a. a. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1953

Time Extensions: None

Completion Date: Aug. 28, 1953

Date Accepted: Sep. 24, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-5-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: NOV 6
a. a. Wicklander

NOTED ON CARD

RECEIVED
NOV

FOR FILING

October 30, 1952

Teller Construction Co.
215 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

We enclose herewith two fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3800, covering Spencer Creek Park Facilities on the Old Oregon Coast Highway in Lincoln County, awarded September 22, 1952.

Contract No. 3801, for constructing Arata Road Undercrossing on the Banfield Expressway in Multnomah County, awarded September 22, 1952.

Executed copies of the above contracts are also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

Recorded 10/30

RECEIVED
FOR FILING
[illegible]

October 22, 1953

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 3800 covering Spencer Creek Park Facilities on the Old Oregon Coast Highway in Lincoln County was completed by the contractor, Teller Construction Co., on August 28 and was formally accepted by the Highway Commission on September 24, 1953.

Final payment in the amount of $2,315.94 will be released to the contractor on or after November 2, 1953. The total contract amount is $23,324.30 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

10-22-53, gl

RECEIVED
FOR FILING

September 24, 1952

Teller Construction Company
215 Builders Exchange Building
Portland, Oregon

[redacted]

The State Highway Commission on September 24, 1952, awarded to you State Highway Contract No. 3800 for construction of the Spencer Creek Park Overnight Camping Area in Lincoln County. This award was based on your bid of $23,817.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular con tract forms which will be sent to you for execution within the next fewddays.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

I-33(4) [illegible] road under- 19[illegible]
crossing
[illegible]

1175

Form PR 2 (Revised 1950)

State Oregon

Federal Aid Urban Project No. UI-323(4)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of April, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 20th day of June, 1952, a program, which was approved on the 5th day of August, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 5th day of September, 1952; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of three hundred sixty-six thousand and 00/100 dollars ($366,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(a) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 479+06.61 in the NW 1/4, Section 25, T. 1 N., R. 2 E., W.M., and survey station 617+78.67 in the SE 1/4, Section 29, T. 1 N., R. 3 E., W.M., except stations 479+47.97 to 516+28.92, 516+69.88 to 563+92.13, 564+33.21 to 581+42.71 and 585+49.54 to 617+37.11, with an additional highway underpass structure at survey station 729+23.98 in the SE 1/4, Section 27, T. 1 N., R. 3 E., W.M., length 0.108 miles, in Multnomah County, being Oregon Federal Aid / Urban project No. UI-323(4), consisting of 0.000 miles of roadway and nine bridges, each of more than 20 feet clear span, 0.108 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of three hundred sixty-six thousand and 00/100 dollars ($366,000.00), which does not exceed the authorized Federal pro rata share of five hundred ninety-one thousand, two hundred seventy-six and 73/100 dollars ($591,276.73), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting Division Engineer,
Bureau of Public Roads.

APR 1 1954

RECEIVED
APR 2 - 1954
DIVISION 8

3577

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

NATURE OF WORK:

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

3879 Parker-Johnson Co. 2-26-53

DATE OF COMPLETION:

7-31-54

REMARKS:

January 27, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the 122nd Avenue-Arata Road Section (Structures), Project No. UI-323 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

RMC:gs

Encl.

Oregon State Highway Department

Federal Aid Urban
Project No. UI-323 (4)

122nd AVENUE-ARATA ROAD SECTION (STRUCTURES)

OF THE T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 21, 1954

Type Code X721
Undercrossing Structure (Sta. 719+23.98) (Contract No. 3801)

180	cu. yds.	Structural Excavation	$ 5.00	$ 900.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
290	lin. ft.	Furnish Treated Timber Piling	1.49	432.10
270	lin. ft.	Furnish Steel Piling	7.00	1,890.00
16	only	Drive Timber Piles	50.00	800.00
8	only	Drive Steel Piles	90.00	720.00
320	cu. yds.	Class "A" Concrete	58.00	18,560.00
71,000	lbs.	Metal Reinforcement	0.10	7,100.00
366	lin. ft.	Metal Rail	11.45	4,190.70
				$ 34,692.80

Type Code X223
148th Avenue Overcrossing (Sta. 479+06.61 to 479+47.97) (Contract No. 3879)

610	cu. yds.	Excavation for Structure	$ 6.00	$ 3,660.00
20	cu. yds.	Excavation Below Elevation Shown	10.00	200.00
545	cu. yds.	Class "A" Concrete	38.50	20,982.50
108,000	lbs.	Metal Reinforcement	0.095	10,260.00
105	sq. yds.	Membrane Waterproofing	3.00	315.00
				$ 35,417.50

Type Code X223
162nd Avenue Overcrossing (Sta. 516+28.92 to Sta. 516+69.88) (Contract No. 3879)

820	cu. yds.	Excavation for Structure	$ 6.00	$ 4,920.00
20	cu. yds.	Excavation Below Elevation Shown	10.00	200.00
650	cu. yds.	Class "A" Concrete	38.50	25,025.00
120,000	lbs.	Metal Reinforcement	0.095	11,400.00
115	sq. yds.	Membrane Waterproofing	3.00	345.00
				$ 41,890.00

Type Code X223
Rockwood Road Overcrossing (Sta. 563+92.13 to Sta. 564+33.21) (Contract No. 3879)

800	cu. yds.	Excavation for Structure	$ 6.00	$ 4,800.00
20	cu. yds.	Excavation Below Elevation Shown	10.00	200.00
670	cu. yds.	Class "A" Concrete	38.50	25,795.00

140,000	lbs.	Metal Reinforcement	$ 0.095	$ 13,300.00
120	sq. yds.	Membrane Waterproofing	3.00	360.00
				$ 44,155.00

Type Code X121
Coraching Overcrossing (Sta. 581+42.71 to Sta. 585+49.54) (Contract No. 3878)

1,600	cu. yds.	Structural Excavation	$ 3.50	$ 5,600.00
10	cu. yds.	Excavation Below Elevation Shown	25.00	250.00
2,350	cu. yds.	Class "A" Concrete	60.00	141,000.00
520,000	lbs.	Metal Reinforcement	0.10	52,000.00
380	lin. ft.	6-inch Metal Drain Pipe	4.00	1,520.00
				$200,370.00

Type Code X221
Birdsdale Road Overcrossing (Sta. 617+37.11 to Sta. 617+78.67) (Contract No. 3879)

550	cu. yds.	Excavation for Structure	$ 6.00	$ 3,300.00
20	cu. yds.	Excavation Below Elevation Shown	10.00	200.00
524	cu. yds.	Class "A" Concrete	38.50	20,174.00
104,000	lbs.	Metal Reinforcement	0.095	9,880.00
100	sq. yds.	Membrane Waterproofing	3.00	300.00
				$ 33,854.00
			Subtotal	$390,679.30
			10% Engr. & Cont.	39,067.93
			Total	$429,747.23

~~Type Code XXXXX~~
148th Avenue R.R. Undercrossing (Left of Sta. 479+27.29) (Contract No. 3879)

550	cu. yds.	Excavation for Structure	$ 6.00	$ 3,300.00
20	cu. yds.	Excavation Below Elevation Shown	10.00	200.00
490	cu. yds.	Class "A" Concrete	36.00	17,640.00
64,000	lbs.	Metal Reinforcement	0.095	6,080.00
70	sq. yds.	Membrane Waterproofing with Protective Course	4.50	315.00
30	sq. yds.	Membrane Waterproofing	3.00	90.00
				$ 27,625.00

~~Type Code XXXXX~~
Rockwood Road R.R. Undercrossing (Left of Sta. 564+12.67) (Contract No. 3879)

520	cu. yds.	Excavation for Structure	$ 6.00	$ 3,120.00
20	cu. yds.	Excavation Below Elevation Shown	10.00	200.00
490	cu. yds.	Class "A" Concrete	36.00	17,640.00
64,000	lbs.	Metal Reinforcement	0.095	6,080.00
70	sq. yds.	Membrane Waterproofing with Protective Course	4.50	315.00
30	sq. yds.	Membrane Waterproofing	3.00	90.00
				$ 27,445.00

Birdsdale R.R. Undercrossing (Right of Sta. 617+57.89) (Contract No. 3879)

520	cu. yds.	Excavation for Structure	$ 6.00	$ 3,120.00
20	cu. yds.	Excavation Below Elevation Shown	10.00	200.00
490	cu. yds.	Class "A" Concrete	36.00	17,640.00
64,000	lbs.	Metal Reinforcement	0.095	6,080.00
70	sq. yds.	Membrane Waterproofing with Protective Course	4.50	315.00
30	sq. yds.	Membrane Waterproofing	3.00	90.00
				$ 27,445.00
All Required		Work to be performed by Union Pacific Company's Forces		$ 64,330.00
			Subtotal	$146,845.00
			10% Engr. & Cont.	14,684.50
			Total	$161,529.50
		Length of Structures	0.108 mile	

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway Structures	$429,747.23	$266,013.00	$163,734.23
Railroad Structures	161,529.50	99,987.00	61,542.50
	$591,276.73	$366,000.00	$225,276.73

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws 1939.

122nd AVENUE-ARATA ROAD SECTION

Project No. UI-323 (A)

Work Performed By Union Pacific Company's Forces

148th Avenue, Rockwood Avenue & Birdsdale Avenue

1. Make such temporary and permanent revisions of communication lines, signal lines, and other railroad facilities as may be necessary	$ 6,480.00	
2. Labor and material for and construct and remove shoofly tracks, remove and replace such portions of the main track and make such adjustments as necessary	70,260.00	
	$76,740.00	
Estimated Credit for Salvage	22,830.00	
Subtotal		$53,910.00

Ceraghino Overcrossing

1. Labor and Material for and make such temporary and permanent relocation of communication, signal and other Railroad facilities as necessary	$ 9,180.00	
2. Labor and Material for and install track guard rail at structure as necessary	1,340.00	
	$10,520.00	
Credit for Estimated Salvage	100.00	
Subtotal		$10,420.00
Total Cost		$64,330.00

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 6, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project UI-323(4), 122nd Ave.-Arata Road Section (Structures) of the T. H. Banfield Expressway, have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending receipt of advice that all rights of entry have been acquired and pending receipt of copies of the railroad agreement.

Plans approved and signed by appropriate railroad officials have been received for the 148th Ave., Rockwood Road and Birdsdale Ave. undercrossing structures. Concurrence in award of contract for the Cereghino Overcrossing structure will be withheld pending receipt of similarly approved plans for that structure.

Very truly yours,

C. G. POLK
District Engineer

By

A. F. Bester
A. F. BESTER
Highway Engineer

Oregon State Highway Department

Federal Aid Urban
Project No. UI-323(4

122ND. AVENUE-ARATA ROAD SECTION (STRUCTURES)
OF THE T.H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 5, 1953

Type Code X721
Undercrossing Structure (Sta. 719+23.98)(Contract No. 3801)

180	cu.yd.	Structural Excavation	$ 5.00	$ 900.00
10	cu.yd.	Excavation Below Elevation Shown	10.00	100.00
290	lin.ft.	Furnish Treated Timber Piling	1.49	432.10
270	lin.ft.	Furnish Steel Piling	7.00	1,890.00
16	only	Drive Timber Piles	50.00	800.00
8	only	Drive Steel Piles	90.00	720.00
320	cu.yd.	Class "A" Concrete	58.00	18,560.00
71,000	lb.	Metal Reinforcement	0.10	7,100.00
366	lin.ft.	Metal Rail	11.45	4,190.70
				$ 34,692.80

Type Code X223
148th Avenue Overcrossing (Sta. 479+06.61 to 479+47.97)

610	cu.yd.	Excavation for Structure	$ 7.00	$ 4,270.00
20	cu.yd.	Excavation Below Elevation Shown	10.00	200.00
545	cu.yd.	Class "A" Concrete	65.00	35,425.00
108,000	lb.	Metal Reinforcement	0.11	11,880.00
105	sq.yd.	Membrane Waterproofing	5.00	525.00
				$ 52,300.00

Type Code X223
162nd Avenue Overcrossing (Sta. 516+28.92 to Sta. 516+69.88)

820	cu.yd.	Excavation for Structure	$ 7.00	$ 5,740.00
20	cu.yd.	Excavation Below Elevation Shown	10.00	200.00
650	cu.yd.	Class "A" Concrete	65.00	42,250.00
120,000	lb.	Metal Reinforcement	0.11	13,200.00
115	sq.yd.	Membrane Waterproffing	5.00	575.00
				$ 61,965.00

Type Code X223
Rockwood Road Overcrossing (Sta. 563+92.13 to Sta. 564+33.21)

800	cu.yd.	Excavation for Structure	$ 7.00	$ 5,600.00
20	cu.yd.	Excavation Below Elevation Shown	10.00	200.00

Oregon State Highway Department

Federal Aid Urban
Project No. UI-323(4)

122ND. AVENUE-ARATA ROAD SECTION (STRUCTURES)
OF THE T.H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 5, 1953

Type Code X721
Undercrossing Structure (Sta. 719+23.98)(Contract No. 3801)

180	cu.yd.	Structural Excavation	$ 5.00	$ 900.00
10	cu.yd.	Excavation Below Elevation Shown	10.00	100.00
290	lin.ft.	Furnish Treated Timber Piling	1.49	432.10
270	lin.ft.	Furnish Steel Piling	7.00	1,890.00
16	only	Drive Timber Piles	50.00	800.00
8	only	Drive Steel Piles	90.00	720.00
320	cu.yd.	Class "A" Concrete	58.00	18,560.00
71,000	lb.	Metal Reinforcement	0.10	7,100.00
366	lin.ft.	Metal Rail	11.45	4,190.70
				$ 34,692.80

Type Code X223
148th Avenue Overcrossing (Sta. 479+06.61 to 479+47.97)

610	cu.yd.	Excavation for Structure	$ 7.00	$ 4,270.00
20	cu.yd.	Excavation Below Elevation Shown	10.00	200.00
545	cu.yd.	Class "A" Concrete	65.00	35,425.00
108,000	lb.	Metal Reinforcement	0.11	11,880.00
105	sq.yd.	Membrane Waterproofing	5.00	525.00
				$ 52,300.00

Type Code X223
162nd Avenue Overcrossing (Sta. 516+28.92 to Sta. 516+69.88)

820	cu.yd.	Excavation for Structure	$ 7.00	$ 5,740.00
20	cu.yd.	Excavation Below Elevation Shown	10.00	200.00
650	cu.yd.	Class "A" Concrete	65.00	42,250.00
120,000	lb.	Metal Reinforcement	0.11	13,200.00
115	sq.yd.	Membrane Waterproffing	5.00	575.00
				$ 61,965.00

Type Code X223
Rockwood Road Overcrossing (Sta. 563+92.13 to Sta. 564+33.21)

800	cu.yd.	Excavation for Structure	$ 7.00	$ 5,600.00
20	cu.yd.	Excavation Below Elevation Shown	10.00	200.00

670	cu.yd.	Class "A" Concrete	$65.00	$ 43,550.00
140,000	lb.	Metal Reinforcement	0.11	15,400.00
120	sq.yd.	Membrane Waterproofing	5.00	600.00
				$ 65,350.00

Type Code X221
Cereghino Overcrossing (Sta. 581+42.71 to Sta. 585+49.54)

1,600	cu.yd.	Structural Excavation	$ 7.50	$ 12,000.00
10	cu.yd.	Excavation Below Elevation Shown	10.00	100.00
2,350	cu.yd.	Class "A" Concrete	68.00	159,800.00
520,000	lb.	Metal Reinforcement	0.11	57,200.00
380	lin.ft.	6-inch Metal Drain Pipe	3.00	1,140.00
				$230,240.00

Type Code X223
Birdsdale Road Overcrossing (Sta. 617+37.11 to Sta. 617+78.67)

550	cu.yd.	Excavation for Structure	$ 7.00	$ 3,850.00
20	cu.yd.	Excavation Below Elevation Shown	10.00	200.00
524	cu.yd.	Class "A" Concrete	65.00	34,060.00
104,000	lb.	Metal Reinforcement	0.11	11,440.00
100	sq.yd.	Membrane Waterproofing	5.00	500.00
				$ 50,050.00
		Subtotal		$494,597.80
		10% Engr. & Cont.		49,459.78
		Total		$544,057.58

148th Avenue R.R. Undercrossing (Left of Sta. 479+27.29)

550	cu.yd.	Excavation for Structure	$ 7.00	$ 3,850.00
20	cu.yd.	Excavation Below Elevation Shown	10.00	200.00
490	cu.yd.	Class "A" Concrete	60.00	29,400.00
64,000	lb.	Metal Reinforcement	0.11	7,040.00
70	sq.yd.	Membrane Waterproofing with Protective Course	7.00	490.00
30	sq.yd.	Membrane Waterproofing	5.00	150.00
				$ 41,130.00

Rockwood Road R.R. Undercrossing (Left of Sta. 564+12.67)

520	cu.yd.	Excavation for Structure	$ 7.00	$ 3,640.00
20	cu.yd.	Excavation Below Elevation Shown	10.00	200.00
490	cu.yd.	Class "A" Concrete	60.00	29,400.00
64,000	lb.	Metal Reinforcement	0.11	7,040.00
70	sq.yd.	Membrane Waterproofing with Protective Course	7.00	490.00
30	sq.yd.	Membrane Waterproofing	5.00	150.00
				$ 40,920.00

Birdsdale R.R. Undercrossing (Left of Sta. 617+57.89)

520	cu.yd.	Excavation for Structure	$ 7.00	$ 3,640.00
20	cu.yd.	Excavation Below Elevation Shown	10.00	200.00
490	cu.yd.	Class "A" Concrete	60.00	29,400.00
64,000	lb.	Metal Reinforcement	0.11	7,040.00
70	sq.yd.	Membrane Waterproofing with Protective Course	7.00	490.00
30	sq.yd.	Membrane Waterproofing	5.00	150.00
				$ 40,920.00
All Required		Work to be performed by Union Pacific Company's Forces		$ 57,910.00
		Subtotal		$180,880.00
		10% Engr. & Cont.		18,088.00
		Total		$198,968.00

Length of Structures 0.108 mile

SUMMARY OF FUNDS

Description	Total cost	Federal Funds	State Funds
Roadway Structures	$544,057.58	$314,854.00	$229,203.58
Railroad Structures	198,968.00	115,146.00	83,822.00
	$743,025.58	$430,000.00	$313,025.58

122nd. Avenue-Arata Road Section

Project No. UI-323(4)

Work Performed by Union Pacific Company's Forces

Move and Reestablish R/W fences, Construct temporary roadway crossings, etc.	$ 2,190.00
Move and Reestablish Signal and Communication Lines, etc.	8,980.00
Construct and Remove Shoofly Tracks and Restore Main Line Tracks	68,070.00
Construct Guard Rail (Ceroghino Overcrossing)	1,500.00
	$80,740.00
Credit for Estimated Salvage	22,830.00
	$57,910.00

Oregon State Highway Department

Federal Aid Urban
Project No. UI-323 (4)

122nd AVENUE-ARATA ROAD SECTION (STRUCTURES)
OF THE T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 5, 1952

Type Code X721
Undercrossing Structure (Sta. 719+23.98)

180	cu. yds.	Structural Excavation	$10.00	$ 1,800.00
10	cu. yds.	Excavation Below Elevation Shown	15.00	150.00
290	lin. ft.	Furnish Treated Timber Piling	1.50	435.00
270	lin. ft.	Furnish Steel Piling	4.50	1,215.00
16	only	Drive Timber Piles	60.00	960.00
8	only	Drive Steel Piles	70.00	560.00
320	cu. yds.	Class "A" Concrete	70.00	22,400.00
71,000	lbs.	Metal Reinforcement	0.11	7,810.00
366	lin. ft.	Metal Rail	12.00	4,392.00
310	sq. yds.	Concrete Slope Pavement	6.00	1,860.00
12	tons	Hauling Beams From The Dalles	11.00	132.00
6	tons	Hauling Beams from Reedsport	24.00	144.00
200	lin. ft.	6-inch Concrete Sewer Pipe	3.00	600.00
150	lin. ft.	18-inch Corrugated Metal Pipe	5.00	750.00
			Subtotal	$43,208.00
			10% Engr. & Cont.	4,320.80
			Total	$47,528.80

Length of Structure- - - - 0.000 miles

Federal Funds	$25,000.00
State Funds	22,528.80
	$47,528.80

[illegible]

Oregon State Highway Department

Federal Aid Urban
Project No. UI-323(4)

122nd AVENUE-ARATA ROAD SECTION (STRUCTURES) OF THE T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 5, 1952

Type Code X721
Undercrossing Structure (Sta 719+23.98)

180	cu. yds.	Structural Excavation	$10.00	$ 1,800.00
10	cu. yds.	Excavation Below Elevation Shown	15.00	150.00
290	lin. ft.	Furnish Treated Timber Piling	1.50	435.00
270	lin. ft.	Furnish Steel Piling	4.50	1,215.00
16	only	Drive Timber Piles	60.00	960.00
8	only	Drive Steel Piles	70.00	560.00
320	cu. yds.	Class "A" Concrete	70.00	22,400.00
71,000	lbs.	Metal Reinforcement	0.11	7,810.00
366	lin. ft.	Metal Rail	12.00	4,392.00
12	tons	Hauling Beams from The Dalles	11.00	132.00
6	tons	Hauling Beams from Reedsport	24.00	144.00
		Subtotal		$39,998.00
		10% Engr. & Cont.		3,999.80
		Total		$43,997.80

Length of Structure 0.000 miles

Federal Funds..$23,000.00
State Funds..20,997.80

$43,997.80

122nd AVE.-ARATA ROAD SECTION

Project No. UI-323 (4)

All necessary right of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

September 5, 1952

RECEIVED
JUN 1 - 1953
FOR FILING

11-323(4)

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 28, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3801	7-final	Teller Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
9741	R-67411	$ 1,127.76	May 28, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1953

Time Extensions: None

Completion Date: March 9, 1953

Date Accepted: April 8, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-1-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: JUN 1 1953
a.a. Wicklander

RECEIVED
1953
FOR FILING

[illegible]

April 10, 1953

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 3801 for constructing the Arata Road Undercrossing on The T. H. Banfield Expressway in Multnomah County was completed by the contractor, Teller Construction Co., on March 9, 1953 and was formally accepted by the Highway Commission on April 8, 1953.

Final payment in the amount of $1,127.76 will be released to the contractor on or after April 20, 1953. The total contract amount is $37,592.06, of which amount $2063.69 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

[illegible]

8

RECEIVED
53
FOR FILING

March 27, 1953

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Teller Construction Co. on contract No. 3801, for the Arata Road Undercrossing on The Banfield Expressway in Multnomah County.

This payment, in the amount of $4,094.89, will be released to the contractor on or after April 6, 1953. The retained percentage is $1,127.76.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

3-27-53 gl

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

UL-323(4)

January 27, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Transmitted herewith are one copy each of plans and proposal, including special provisions, for Oregon Project UL-323(4), 122nd Ave.-Arata Road Section (Structures) of the T. H. Banfield Expressway. They have been approved subject to the condition that such approval cannot be construed as extending to the railroad work until agreements between the State and the railroad are approved.

We have been authorized to concur in award of the contracts, when the conditions stated in our letter authorizing advertising have been met, with the understanding that, if the railroad contribution is determined to be insufficient, Federal participation will not extend to the three structures carrying the railroad over county roads.

Very truly yours,

C. G. POLK
District Engineer

By
A. F. Bester
A. F. BESTER
Highway Engineer

Fm

Encls.

RECEIVED
STATE HIGHWAY COMMISSION

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NOV [illegible]
FOR FILING

October 30, 1952

Teller Construction Co.
215 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

We enclose herewith two fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3800, covering Spencer Creek Park Facilities on the Old Oregon Coast Highway in Lincoln County, awarded September 22, 1952.

Contract No. 3801, for constructing Arata Road Undercrossing on the Banfield Expressway in Multnomah County, awarded September 22, 1952.

Executed copies of the above contracts are also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

Recorded [illegible]

RECEIVED
FOR FILING

September 24, 1952

Teller Construction Company
215 Builders Exchange Building
Portland, Oregon

Gentlemen:

The State Highway Commission on September 22, 1952 awarded to you State Highway Contract No. 3801 for construction of the Arata Road Undercrossing over the Banfield Expressway east of Portland in Multnomah County. This award was based on your bid of $35,712.80 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
G. S. Paxson
[illegible]. M. Franswa, SIAC

RECEIVED
FOR FILING

OREGON DISTRICT

Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

September 22, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project No. UI-323(4), Arata Road Undercrossing Structure on the 122nd Ave.-Arata Road Section of the T. H. Banfield Expressway, to Teller Construction Company of Portland, Oregon, low bidder in the amount of $35,712.80 at the September 22, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
SEP [illegible] 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
OREGON DISTRICT
UI-323(4)
3801

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

September 5, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project UI-323(4), 122nd Ave.-Arata Road Section (Structures) of the T. H. Banfield Expressway, have today been recommended for approval subject to such changes as may be required by our Division Office.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

RECEIVED

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APR [illegible] 1952
FOR FILING

UI - [illegible] (4)

38d

Salem, Oregon
March 28, 1952

Mr. C. W. Enfield
Chief Counsel

It is requested that a resolution be prepared for adoption by the Multnomah County Board of County Commissioners consenting to, in accordance with the Throughway Law, provisions by the Highway Commission for carrying by means of a separation structure the Aratta County Road over the T. H. Banfield Expressway with no access to the throughway. The Highway Commission plans to construct the separation structure by contruct to be let at a future date.

Four copies of the resolution, in addition to any required by the Legal Department, are needed.

W. C. Williams

cc J. W. Cattrall

FORM E-30 25M 1-52 85419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 28, 1952

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer

Enclosed is a suggested letter to the Legal Department requesting preparation of a resolution for adoption by the Multnomah County Board of Commissioners consenting to separation of Aratta Road and the T. H. Banfield Expressway by means of a structure.

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

RECEIVED
MAR 28 1952
OFFICE OF
STATE HIGHWAY ENGINEER

64-1003 Orcutt, Boston [illegible] the [illegible]
River W. [illegible]
3508 [illegible] Falls.

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FEB 1 2 19
OR FILIN
4223

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 10, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3802	3-final	REX C. AYERS CONSTRUCTION CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
1317	R-59983	$ 500.00	2/10/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Nov. 30, 1952

Time Extensions: None

Completion Date: Nov. 29, 1952

Date Accepted: Jan. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-11-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

a a Wicklander

[illegible]

RECEIVED
JAN 28 1953
FOR FILING

26-41[illegible]

3802

January 27, 1953

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 3802 for work performed on the Oneonta Section of the Columbia River Highway in Multnomah County was completed by the contractor, Rex C. Ayers Construction Co., on November 29, 1952 and was formally accepted by the Highway Commission on January 6, 1953.

Final payment in the amount of $500.00 will be released to the contractor on or after February 6, 1953. The total contract amount is $7,348.54, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene & Sons
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
1-27-53

RECEIVED
DEC 19 1952
FOR FILING

December 18, 1952

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Rex C. Ayers Construction Co. in connection with contract No. 3802, for embankment and reprap repair on the Oneonta Section of the Columbia River Highway in Multnomah County.

This payment, in the amount of $2,152.77, will be released to the contractor on or after December 29, 1952. The retained percentage is $500.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene & Sons
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
12-18-52

plicate copy for your own file.

Form E-1

31-12[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec. 5, 1952

Section Oneonta

Kind of work Emb. & Riprap Repair

Highway Columbia River

Section prefix 26-4223

Contractor Rex C. Ayer Construction Co

Contract number 3802

Date of contract Sept. 22, 1952

Date of completion Nov. 30th, 1952

Date work started Oct. 15, 1952

Estimated date of completion Nov. 29th, 1952

Amount of contract $7230.00

Per cent of time elapsed 100%

Estimated cost of completed project, exclusive of engineering $7348.54

Per cent of contract completed, based on total contract price 100%

Engineering cost to date $613.10, 100%

Date project was completed Nov. 29, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed the cleanup and moved equipment off the job Nov. 29, 1952

Completed the final records and computations this week.

NOTED
H. G. SMITH

RECEIVED
DEC 8 - 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed Carl A Peterson

Address Bonneville

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities	8500				
Estimated quantities moved or placed to date	7893 Final				
Average daily quantities	—				
Average daily quantities necessary to complete project on time	-				
Number shifts per day	/				
Hours per shift	/				
Average force on project for week	/				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING

RECEIVED
FOR FILING

October 23, 1952

Rex C. Ayers Construction Co.
7305 N. E. 29th St.
Portland, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 3802, which was awarded to you on September 22, 1952 by the State Highway Commission, for embankment and riprap repair on the Columbia River Highway, Oneonta Section, in Multnomah County.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 10/23,

[illegible] Traffic Signals on Powell Blvd.
[illegible] Blvd.
[illegible]

RECEIVED
JUL 15 1953
FOR FILING

July 13, 1953

W. R. Grasle Co.
437 N. W. 16th St.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on June 25, 1953, had under discussion your request for an extension of time of 90 days, from January 31 to April 29, 1953, within which to complete your contract No. 3803 for installation of traffic signals in the Portland Vicinity on the Columbia River and Mt. Hood Highways, Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

GL

cc: A. G. Skelton,
Division Engineer

J. T. Skelton,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD

RECEIVED
FOR FILING
31 - 1216

OREGON STATE HIGHWAY DEPARTMENT

(date)
June 2, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3803	3-final	W. R. GRASLE CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
9531	R-67634	$ 561.33	6/2/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A.A. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: Jan. 31, 1953

Time Extensions: None

Completion Date: April 29, 1953

Date Accepted: June 25, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-30-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

A.A. Wicklander

NOTED ON CARD
6-30-53

RECEIVED
MAY 1953
FOR FILING

May 25, 1953

Oregon State Highway Commission

Request for extension of time
No. 1
June 25 and 26 meeting

Gentlemen:

Re: Portland Vicinity Traffic Signals
Contract 3103
W. H. Grasle Company, Contractor

Herewith a request from the W. H. Grasle Company, contractor for the installation of traffic signals in the vicinity of Portland, for an extension of time from the contract completion date of January 31, 1953, to and including April 29, 1953.

The traffic signals were installed and in operation prior to the contract completion date of January 31, 1953. However, the contract also calls for painting of the steel poles supporting the traffic lights. Because a satisfactory job of painting could not be had during the winter months, the contractor was directed to postpone the painting until better weather. The painting was completed on April 29.

It is recommended that the extension be granted without penalty to the contractor. This is a State project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

GSP:gm

RECEIVED
MAY 13 1953
FOR FILING

[illegible]

[illegible]

May 13, 1953

General Casualty Company of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3803 for installing traffic signals on the Columbia River and Mt. Hood Highways in the vicinity of Portland, Multnomah County, was completed by the contractor, W. R. Grasle, on April 29, 1953 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $561.33 will be released to the contractor after acceptance by the Commission. The total contract amount is $5,346.00, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on the above project. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

~~Floyd Query, Acting~~ Secretary

gl

cc: General Casualty Company of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD

5-13-53, g

RECEIVED
DEC 1 1952
FOR FILING

November 28, 1952

Mr. Robert A. Putnam
10433 S. E. Center Street
Portland 66, Oregon

Dear Mr. Putnam:

I have just received information that will enable me to reply to your letter of November 22, 1952 inquiring as to when the State Highway Department expects to install the signal at the intersection of 92nd Avenue and S. E. Powell Boulevard.

The State Highway Commission received bids for this installation at its meeting on September 22 and awarded a contract on that day to W. R. Grasle Company, Portland. As is the case with most of the contractors engaged in this kind of there has been some delay in securing necessary materials which is the reason this job has not gone forward earlier. I am informed today, however, that materials are now available and that the contractor expects to start work within the next ten days. It is anticipated that the installation will be completed before the first of January.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

10[illegible] S.E. Center St.
Portland [illegible], Oregon
November [illegible] 195[illegible]

STATE HIGHWAY DEPARTMENT
Salem,
Oregon

ATTN: Mr. [illegible]. B. Glaisyer

My Dear Sir:

On May 4, 195[illegible], there was forwarded to the State Highway Commission my letter requesting signalization of the intersection embracing 82nd Avenue and S.E. Powell Boulevard.

I received a letter from you dated [illegible] of this year saying that the Commission had unanimously approved my request.

To date there has been no action.

Lengthening evenings and more hazardous driving conditions surely warrant hastening the completion of this project before more needless loss of property occurs at this intersection.

Obviously, the Commission is engaged in other works just as important to the public welfare, so it is with all due respect that this letter urging action is tendered.

Sincerely--

Robert A. Putnam

RECEIVED
STATE HIGHWAY [illegible]SION

RECEIVED
NOV 12 1952
FOR FILING

November 12, 1952

W. R. Grasle Co.
437 N. W. 16th St.
Portland, Oregon

Gentlemen:

We enclose herewith, for your files, a fully executed copy of contract No. 3803, which was awarded to you on September 22, 1952 by the State Highway Commission, for Portland Vicinity Traffic Signals on the Columbia River and Mt. Hood Highways in Multnomah County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING

September 24, 1954

W. R. Grasle Company
437 N. W. 16th Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on September 22, 1954 awarded to you State Highway Contract No. 3803 for construction of traffic signals on Powell Boulevard and Sandy Boulevard just east of Portland in Multnoman County. This award was based on your bid of $5,346.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for 4execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

chr

cc H. G. Smith
q S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

[illegible]) [illegible]
[illegible]
[illegible] . [illegible]-[illegible]ard [illegible].

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OCT 5 - 1954
FOR FILING

PFI - [illegible]
[illegible]

October 4, 1954

Mr. Omar C. Spencer
Attorney at Law
1410 Yeon Building
Portland 4, Oregon

Dear Mr. Spencer:

I have just received your letter of October 1, 1954 and note your request for information concerning the Willamette River Bridge at Wilsonville.

This bridge was completed on May 24, 1954. Two contracts were involved. The contract for the pier construction was awarded to Guy F. Atkinson Compnay, Portland, and the actual cost of the work performed under that contracts was $1,139,112. A contract was awarded to Bethlehem Pacific Coast Steel Compnay, Seattle, for erection of the steel portion of the structure. The actual cost of such construction was $451,858, making a total actual cost of the structure $1,590,970.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

October 1, 1954

Mr. H. B. Glaisyer,
Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Thank you for your letter of September 28, 1954, enclosing figures on the completion date and original cost of McLoughlin Bridge at Oregon City and referring me to George Buck for other information.

One other bit of information you can give me is the completion date, which I assume was 1954, of the Wilsonville State Highway Bridge across the Willamette, and the approximate original cost.

Yours very truly,

/s/ Omar C. Spencer

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JUN 4 1954
FOR FILING

BF I-303(8)

3804

June 3, 1954

Mr. C. C. Boozier
Sherwood
Oregon

Dear Sir:

We will open the Wilsonville bridge to traffic (on the secondary highway, ORE217) sometime between the middle of July and the first of August. It very probably will be around the first of August.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc Mr. M. K. McIver

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

1859

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF M. K. McIVER
225 S. W. BROADWAY
PORTLAND 5, OREGON

June 1, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sam:

Enclosed is letter received today from C. C. Boozier, Sherwood, Oregon, relative to the opening of the Wilsonville bridge. I am advising him that he will hear from you in answer to his inquiry.

Best regards.

Yours very truly,

M K McIver
M. K. McIver
f

MKM/f
Enc. (no enclosure)

RECEIVED
JUN 3 1954
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING
EF1-303(8)

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 15, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3804	4-final	Bethlehem Pacific Coast Steel Corp'n	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
2295	R-87137	XX $ 36,449.77	2/11/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Dec. 31, 1953

Time Extensions: None

Completion Date: Nov. 20, 1953

Date Accepted: Dec. 10, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-16-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: aaWichlauder

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FOR FILING

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CORPS OF ENGINEERS, U. S. ARMY
OFFICE OF THE DISTRICT ENGINEER
PORTLAND DISTRICT
628 Pittock Block
Portland 5, Oregon

NPPKS-4
NPP 800.6(Will.R.-Falsework)-3.

September 11, 1953

NOTED
W. C. WILLIAMS

PUBLIC NOTICE

The Bethlehem Pacific Coast Steel Corporation, 3246-26th Avenue S. W., Seattle, Washington, has submitted a revised application to the Corps of Engineers, Department of the Army, for an extension of the time for removal of falsework in Willamette River at the State Highway bridge now under construction at Wilsonville, Oregon.

The present permit authorizes falsework in the north and south spans of the bridge, with removal dates as follows:

North Span	South Span
Remove by 9 Sept. 1953	Remove by 31 Oct. 1953

No falsework has been approved for the main channel (center) span.

The revised schedule now submitted for approval provides for installation and removal as follows:

North Span	South Span
In place by 15 Sept. 1953	In place by 15 Oct. 1953
Remove by 31 Oct. 1953	Remove by 30 Nov. 1953

Erection of steel in the center span will not be commenced until the north span is clear of falsework. This will leave the north span clear for navigation when the center span is obstructed. Erection of the center span steel is expected to be done from barges, without placing of falseworks.

Letters concerning the effect of the falsework on navigation, are requested from all parties concerned, particularly navigation interests and State and local authorities. Replies should be mailed to reach this office not later than September 29, 1953.

FOR THE DISTRICT ENGINEER:

RECEIVED

T. W. RAGSDALE
Chief, Operations Division

Form PR 2 (Revised 1946)

State Oregon

Federal Aid Bond Issue Project No. BFI-303(8)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of January, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of August, 1952, a program, which was approved on the 29th day of August, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 5th day of September, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of three hundred sixteen thousand and 00/100 dollars ($316,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(a) By the State Proceeds of Bonds authorized by Chapter 491, Oregon Laws 1951, viz.:
(Include date and citation of act of legislature by which authorized)

Issue ~~(b) By other sources~~	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	$15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	$10,000,000	Feb. 1, 1953	Feb. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 574+75 and survey station 581+25, all in the SE 1/4, Section 23, T. 3 S., R. 1 W., W.M., without exception,

, length 0.123 miles, in Clackamas County, being Oregon Federal Aid / Bond Issue project No. BFI-303(8), consisting of 0.000 miles of roadway and one bridge~~s~~ of more than 20 feet clear span, 0.123 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **three hundred sixteen thousand and 00/100** dollars ($**316,000.00**), which does not exceed the authorized Federal pro rata share of **five hundred nine thousand, one hundred fifty-nine and 20/100** dollars ($**509,159.20**), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws 1939.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest
SECRETARY

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

RECEIVED
JAN 22 1953
DIVISION 8

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JAN 7 ..53
OREGON DISTRICT

Oregon State Highway Department Federal Aid Project No. BFI-303 (8)

WILLAMETTE RIVER BRIDGE ON THE
WEST PORTLAND-HUBBARD HIGHWAY IN CLACKAMAS AND WASHINGTON COUNTIES

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 18, 1952

Type Code X031
Bridge (Sta. 574+75.0 to 581+25.0)(Contract No. 3804)

1,800,000	lbs.	Structural Low Alloy Steel	$ 0.2088	$375,840.00
440,000	lbs.	Structural Carbon Steel	0.1978	87,032.00
			Subtotal	$462,872.00
			10% Engr. & Cont.	46,287.20
			Total	$509,159.20

Length ———————————— 0.123 mile

Federal Funds	$316,000.00
State Funds	193,159.20
	$509,159.20

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939; Chap. 491, Laws 1951
State Funds for Maintenance: Chap. 529, Laws 1939

STATE PROJECT (NONPARTICIPATING)

Concrete Approach Spans, Piers and Deck (Sta. 572+42.0 to 583+58)
(Contract No. 3784)

All Required		Shoring, Cribbing, Etc.		$ 202,500.00
8,600	cu. yds.	Structural Excavation	$ 4.00	34,400.00
10	cu. yds.	Excavation Below Elevation Shown	14.00	140.00
3	only	Furnish and Drive Test Piles	1,250.00	3,750.00
18,500	lin. ft.	Furnish Treated Piling	1.00	18,500.00
40,000	lin. ft.	Furnish Untreated Piling	0.70	28,000.00
2,300	lin. ft.	Furnish Steel Piling	4.50	10,350.00
360	only	Drive Treated Piles	32.00	11,520.00
784	only	Drive Untreated Piles	35.00	27,440.00
32	only	Drive Steel Piles	80.00	2,560.00
1,030	cu. yds.	Seal Concrete	24.00	24,720.00
7,000	cu. yds.	Class "A" Concrete	75.00	525,000.00
952,000	lbs.	Metal Reinforcement	0.11	104,720.00
2,200	lin. ft.	Metal Rail	14.00	30,800.00
All Required		Inspection Walks		12,000.00
3,640	sq. ft.	Open Grid Decking	10.50	38,220.00
1,050	tons	Painting Steel Spans	30.00	31,500.00
All Required		Electrical Work		5,000.00
				$1,111,120.00

Oregon State Highway Department

Federal Aid Project
No. BFI-303 (8)

WILLAMETTE RIVER BRIDGE ON THE
WEST PORTLAND-HUBBARD HIGHWAY IN CLACKAMAS AND WASHINGTON COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 5, 1952

Type Code X031
Bridge (Sta. 574+75 to 581+25.0)

1,800,000	lbs.	Structural Low Alloy Steel	$ 0.26	$ 468,000.00
440,000	lbs.	Structural Carbon Steel	0.24	105,600.00
		Subtotal		$ 573,600.00
		10% Engr. & Cont.		57,360.00
		Total		$ 630,960.00
	Length		0.123 mile	

Federal Funds	$ 372,000.00
State Funds	258,960.00
	$ 630,960.00

STATE PROJECT (NONPARTICIPATING)

Concrete Approach Spans, Piers and Deck (Sta 572+42.0 to 583+58) (Contract No. 3784)

All Required		Shoring, Cribbing, Etc.	$	$ 202,500.00
8,600	cu. yds.	Structural Excavation,	4.00	34,400.00
10	cu. yds.	Excavation Below Elevation Shown	14.00	140.00
3	only	Furnish and Drive Test Piles	1,250.00	3,750.00
18,500	lin. ft.	Furnish Treated Piling	1.00	18,500.00
40,000	lin. ft.	Furnish Untreated Piling	0.70	28,000.00
2,300	lin. ft.	Furnish Steel Piling	4.50	10,350.00
360	only	Drive Treated Piles	32.00	11,520.00
784	only	Drive Untreated Piles	35.00	27,440.00
32	only	Drive Steel Piles	80.00	2,560.00
1,030	cu. yds.	Seal Concrete	24.00	24,720.00
7,000	cu. yds.	Class "A" Concrete	75.00	525,000.00
952,000	lbs.	Metal Reinforcement	0.11	104,720.00
2,200	lin. ft.	Metal Rail	14.00	30,800.00
All Required		Inspection Walks		12,000.00
3,640	sq. ft.	Open Grid Decking	10.50	38,220.00
1,050	tons	Painting Steel Spans	30.00	31,500.00
All Required		Electrical Work		5,000.00
				$1,111,120.00

Oregon State Highway Department

Federal Aid Project
No. EFI-303 (8)

WILLAMETTE RIVER BRIDGE ON THE WEST PORTLAND-HUBBARD HIGHWAY IN CLACKAMAS AND WASHINGTON COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 5, 1952

Type Code X031
Bridge ~~(Sta. 572+42.0 to 583+58.0)~~

1,800,000 lbs.	Structural Low Alloy Steel	$ 0.26	$ 468,000.00
440,000 lbs.	Structural Carbon Steel	0.24	105,600.00
	Subtotal		$ 573,600.00
	10% Engr. & Cont.		57,360.00
	Total		$ 630,960.00
	Length	~~0.211 mile~~ 0.123	
Federal Funds			$ 372,000.00
State Funds			258,960.00
			$ 630,960.00

STATE PROJECT (NONPARTICIPATING)

Concrete Approach Spans, Piers and Deck ~~(Contract No. 3734)~~

All Required	Shoring, Cribbing, Etc.		$ 202,500.00
8,600 cu. yds.	Structural Excavation	4.00	34,400.00
10 cu. yds.	Excavation Below Elevation Shown	14.00	140.00
3 only	Furnish & Drive Test Piles	1,250.00	3,750.00
18,500 lin. ft.	Furnish Treated Piling	1.00	18,500.00
40,000 lin. ft.	Furnish Untreated Piling	0.70	28,000.00
2,300 lin. ft.	Furnish Steel Piling	4.50	10,350.00
360 only	Drive Treated Piles	32.00	11,520.00
784 only	Drive Untreated Piles	35.00	27,440.00
32 only	Drive Steel Piles	80.00	2,560.00
1,030 cu. yds.	Seal Concrete	24.00	24,720.00
7,000 cu. yds.	Class "A" Concrete	75.00	525,000.00
952,000 lbs.	Metal Reinforcement	0.11	104,720.00
2,200 lin. ft.	Metal Rail	14.00	30,800.00
All Required	Inspection Walks		12,000.00
3,640 sq. ft.	Open Grid Decking	10.50	38,220.00
1,050 tons	Painting Steel Spans	30.00	31,500.00
All Required	Electrical Work		5,000.00
			$1,111,120.00

Oregon State Highway Department

Federal Aid Project
No. BFI-303 (8)

WILLAMETTE RIVER BRIDGE ON THE WEST PORTLAND-HUBBARD HIGHWAY IN CLACKAMAS AND WASHINGTON COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 5, 1952

Type Code X031
Bridge (Sta. 572+42.0 to 583+58.0

1,780,000	lbs.	Structural Low Alloy Steel	$ 0.26	$ 462,800.00
344,000	lbs.	Structural Carbon Steel	0.24	82,560.00
		Subtotal		$ 545,360.00
		10% Engr. & Cont.		54,536.00
		Total		$ 599,896.00
		Length	0.211 mile	
Federal Funds				$ 372,000.00
State Funds				227,896.00
				$ 599,896.00

STATE PROJECT (NONPARTICIPATING)

Concrete Approach Spans, Piers and Deck
(Contract No. 3784)

All Required		Shoring, Cribbing, Etc.	$	$ 202,500.00
8,600	cu. yds.	Structural Excavation	4.00	34,400.00
10	cu. yds	Excavation Below Elevation Shown	14.00	140.00
3	only	Furnish and Drive Test Piles	1,250.00	3,750.00
18,500	lin. ft.	Furnish Treated Piling	1.00	18,500.00
40,000	lin. ft.	Furnish Untreated Piling	0.70	28,000.00
2,300	lin. ft.	Furnish Steel Piling	4.50	10,350.00
360	only	Drive Treated Piles	32.00	11,520.00
784	only	Drive Untreated Piles	35.00	27,440.00
32	only	Drive Steel Piles	80.00	2,560.00
1,030	cu. yds.	Seal Concrete	24.00	24,720.00
7,000	cu. yds.	Class "A" Concrete	75.00	525,000.00
952,000	lbs.	Metal Reinforcement	0.11	104,720.00
2,200	lin. ft.	Metal Rail	14.00	30,800.00
All Required		Inspection Walks		12,000.00
3,640	sq. ft.	Open Grid Decking	10.50	38,220.00
1,050	tons	Painting Steel Spans	30.00	31,500.00
All Required		Electrical Work		5,000.00
				$1,111,120.00

Oregon State Highway Department

Federal Aid Project
No. BFI-303 (6)

WILLAMETTE RIVER BRIDGE SECTION OF THE WEST PORTLAND-HUBBARD HIGHWAY IN CLACKAMAS AND WASHINGTON COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 1, 1952

Type Code X031
Bridge (Sta. 572+42.0 to 583+58.0)

All Required		Shoring, Cribbing, Etc.		$100,000.00
8,600	cu. yds.	Structural Excavation	$ 7.50	64,500.00
10	cu. yds.	Excavation Below Elevation Shown	20.00	200.00
3	only	Furnish and Drive Test Piles	100.00	300.00
18,500	lin. ft.	Furnish Treated Piling	1.50	27,750.00
40,000	lin. ft.	Furnish Untreated Piling	0.75	30,000.00
2,300	lin. ft.	Furnish Steel Piling	5.00	11,500.00
360	only	Drive Treated Piles	40.00	14,400.00
784	only	Drive Untreated Piles	40.00	31,360.00
32	only	Drive Steel Piles	75.00	2,400.00
1,030	cu. yds.	Seal Concrete	40.00	41,200.00
6,100	cu. yds.	Class "A" Concrete	65.00	396,500.00
755,000	lbs.	Metal Reinforcing	0.11	83,050.00
900	lin. ft.	Metal Rail	12.50	11,250.00
1,560	sq. ft.	Open Grid Decking	7.50	11,700.00
			Subtotal	$826,110.00
			10% Engr. & Cont.	82,611.00
			Total	$908,721.00

Length of Bridge 0.211 mile

Federal Funds- -	$542,000.00
State Funds- -	366,721.00
	$908,721.00

STATE PROJECT (NONPARTICIPATING

Concrete Deck on Steel Superstructure and Other Work

900	cu. yds.	Class "A" Concrete	$65.00	$ 58,500.00
197,000	lbs.	Metal Reinforcement	0.11	21,670.00
1,300	lin. ft.	Metal Rail	12.50	16,250.00
All Required		Inspection Walks		6,000.00
2,080	sq. ft.	Open Grid Decking	7.50	15,600.00
All Required		Water Gaging Station Complete		1,500.00
1,050	tons	Painting Steel Spans	40.00	42,000.00
All Required		Electrical Work		5,000.00
				$166,520.00

WILLAMETTE RIVER BRIDGE

Project No. BFI-303 (8)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

September 5, 1952

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NOV [illegible] 1952
FOR FILING

F1 [illegible] (1)

November 3, 1952

Bethlehem Pacific Coast Steel Corp.
Box 3147
Seattle, Washington

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 3804, which was awarded to you on September 23, 1952 by the State Highway Commission, covering Wilsonville Bridge Steel on the West Portland-Hubbard Highway in Clackamas County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
OCT 7 - 1952
FOR FILING

OREGON DISTRICT

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

October 3, 1952

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: 4Q52 carbon steel quota, Oregon

Dear Sir:

The Division Office has advised under date of September 30, 1952 that subject quota has been increased by 178 tons shapes and 364 tons plate for project BFI-303(8), Wilsonville Bridge.

It is requested that the return of 92 tons of shapes mentioned in Mr. Paxson's September 26 letter be confirmed by your submission of Form CMP-12.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

CC - C. A. Gardner

Copy to Paxson

RECEIVED
[illegible] 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
BFI-3
3804

September 24, 1952

Bethlehem Pacific Coast Corporation
Box 3147
Seattle, Washington

Gentlemen:

The State Highway Commission on September 23, 1952 awarded to you State Highway Contrqct No. 3804 for furnishing and erecting all structural steel for the Willamette River Bridge near Wilsonville in Clackamas County. This award was based on your bid of $462,872.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to your pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
G. S. Paxsom
W. M. Franzwa, SIAC

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Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

September 23, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project BFI-303(8), Willamette River Bridge (Steel), on the West Portland-Hubbard Highway, to Bethlehem Pacific Coast Corporation of Seattle, Washington, low bidder in the amount of $462,872.00 at the September 23, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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OREGON
STATE HIGHWAY COMMISSION

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CORPS OF ENGINEERS, U. S. ARMY
Office of the District Engineer
Portland, Oregon District
628 Pittock Block
Portland 5, Oregon

NPP 800.6(Will.R.-Falsework)-2.

September 18, 1952

NOTED
W. C. WILLIAMS

PUBLIC NOTICE

Application has been made to the Department of the Army by the Guy F. Atkinson Company, 5315 N. E. 101st Avenue, Portland, Oregon, for a permit to drive steel sheet piling and guard dolphins in Willamette River at Wilsonville, Oregon, for use as falsework in the construction of the piers for the proposed new State Highway bridge.

It is expected to place the falsework as soon as possible after approval and that it will be removed about July 1, 1953. The minimum clearances to be provided for navigation after the work is in place will be as follows:

	SPAN		
	Left(North)	Center	Right(South)
Horizontal	176.5 ft.	224 ft.	176.5 ft.
Vertical at low water	74.1 ft.	75 ft.	74.1 ft.

Maps and plans for the work are on file and may be seen in this office.

Letters expressing views concerning the effect on navigation are requested from all parties concerned, particularly navigation interests and State and local authorities. Replies to receive full consideration should be mailed to reach this office not later than October 8, 1952.

For the District Engineer:

T. W. Ragsdale,
Chief, Operations Division.

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OREGON
STATE HIGHWAY COMMISSION

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BFI-303 (8
3304

September 10, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project BFI-303(8)
Wilsonville Bridge.

Dear Sir:

Reference is made to Mr. Paxson's letter dated August 21, 1952.

In accordance with your request, Oregon's 4Q52 quota has been increased by 385 tons shapes and 435 tons plates.

Attached is Allotment Authorization Letter No. D35-204 dated September 9, 1952.

Under Letter D-35-195, 150 tons shapes and 100 tons of plates were covered for 1Q53.

The totals for 4Q52 and 1Q53, 535 tons each shapes and plates, agree with amounts requested in your Form CMP-4C application dated July 21, 1952.

Very truly yours,

C. G. Polk
District Engineer

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OREGON
STATE HIGHWAY COMMISSION

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

September 5, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project BFI-303(8), Willamette River Bridge on the West Portland-Hubbard Highway, have today been recommended for approval subject to such changes as may be required by our Division Office.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

RECEIVED
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STATE HIGHWAY COMMISSION

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OR FILING

BFI-3

3804

August 21, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

As a part of our Postwar Federal Aid Primary Highway Program-Bond Issue, it is our desire to contract the construction of the steel superstructure for the Willamette River Bridge near Wilsonville, which structure is located on State Highway 51, Federal Route 42. The program data for this improvement is as follows:

Item No.	42
County	Clackamas
Project No.	BFI-303 (8)
F. A. Route No.	42
State Route No.	51
Termini	Crossing of Willamette River
Construction Cost:	
Total	$600,000
Federal Funds	$372,000
State Funds	$228,000
Project Totals:	
Total Cost	$600,000
Federal Funds	$372,00
Length	0.12 mile
Character of Proposed Work	4-lane Steel Superstructure on Main Spans

The concrete piers, concrete approach spans and concrete deck on main spans for this structure were recently placed under contract and the proposed improvement of constructing the main steel spans will complete the structure.

Traffic figures for the structure to be improved are as follows:

1951 Data

A. D. T. Light Vehicles		5,770
A. D. T. Commercial		860
	Total	6,630

1965 Data

A. D. T.	9,260
30th Peak Hour	1,070
Per cent Commercial	12%

The estimated amount of structural steel required for the project is 535 tons of plates and 535 tons of shapes.

A small scale map showing the location of the project is enclosed.

If BPR approval of the programming of this improvement is forthcoming in time our advertisement for bids will be published about September 5.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

BF-110(7) Depoe Bay-Miner Cr. Unit, 1952
Siletz Bay-Miner Cr. Sec., Oregon
#3805 Coast Hwy. Folder # 1

RECEIVED
FOR FILING

BF-110(?)

2..

December 22, 1953

Mr. Stephen W. Matthieu, Attorney
Pacific Building
Portland 4, Oregon

Dear Mr. Matthieu:

As requested in your letter of December 18, we are sending by separate mail a copy of contract and bond No. 3805 awarded to Funderburk Construction Company and Stoen Construction Company for work on the Depoe Bay-Miner Creek Unit of the Siletz Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County.

The affidavit that you enclosed with your letter does not state the amount of the claim nor what the claim covers. Would you kindly send us another affidavit showing this information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:ehr

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
PACIFIC BUILDING
PORTLAND 4, OREGON

December 18, 1953

State Highway Commission
Salem
Oregon

Gentlemen:

Re: Oregon State Highway Contract, No. 3805
Depoe Bay-Miner Creek Unit

I am attorney for Earth Movers, Inc., an Oregon corporation. I wish to secure a copy of the above described contract and the bond furnished by the primary contractors, Funderburk-Stoen Construction Company. If the bond or contract does not name all of the partners of Funderburk-Stoen Construction Company, I would like to have their names and addresses, as shown by the records.

I enclose an affidavit as prescribed by Oregon law in support of my request for copies of the aforementioned documents.

Very truly yours,

Stephen W Matthieu

SWM:M

Enclosure

REFERRED TO

[illegible]

AFFIDAVIT

STATE OF OREGON)
: ss.
County of Multnomah)

I, Stephen W. Matthieu, being first duly sworn, depose and say that I am an Attorney at Law with offices at 308 Pacific Building, Portland, Oregon. I am attorney for Earth Movers, Inc., an Oregon corporation, which has a claim against the bond of Funderburk-Stoen Construction Company and the United States Fidelity and Guaranty Company given in the construction of Depoe Bay-Miner Creek Unit of Oregon State Highway, Contract No. 3805.

I make this affidavit for the purpose of securing a copy of said contract and of said bond.

Stephen W Matthieu

Subscribed and sworn to before me this 18th day of December, 1953

Mary L. Pollman
Notary Public for Oregon

My Commission expires: 11 May, 1954

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FOR FILING

BF-11[illegible]

380

December 2, 1953

Huston & Thomas
Attorneys-at-Law
First Corvallis Bank Building
Corvallis, Oregon

Attention: Mr. LaVerne M. Johnson

Gentlemen:

Funderburk Construction Company and Stoen Construction Company were awarded State Highway Contract No. 3805 for work on the Depoe Bay-Miner Creek Unit on the Oregon Coast Highway in Lincoln County. The address that we have for them on this contract is Sutherlin, Oregon. We have no information regarding any default on this contract.

The United States Fidelity and Guaranty Company through George H. Mayes, 1112 Cascade Building, Portland 4, furnished the performance bond.

We have no record of a Stone Construction Company as a principal contractor on any State Highway project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mc

PHONE 3-7369

HUSTON & THOMAS
ATTORNEYS-AT-LAW
FIRST CORVALLIS BANK BLDG.
CORVALLIS, OREGON

KARL T. HUSTON
JOHN D. THOMAS
LAVERNE M. JOHNSON

November 28, 1953

State Highway Department
Road Construction Division
Salem, Oregon

3805

Gentlemen:

Will you please inform me as to the address of the principal place of business of the Stone Construction Company which is now engaged in construction work for the Highway Department on the Coast Highway.

Will you also inform me as to whether or not said construction company has defaulted in their contract and if so, would you give me the name and address of the bonding company which is carrying on in their behalf.

I thank you for past favors.

Sincerely,

LaVerne M. Johnson

LMJ:rt

REFERRED TO
BY SECRETARY

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OCT 28 1953
FOR FILING

UF-110(1)

3805

October 27, 1953

Mr. Robert G. Ringo
Attorney-at-Law
Masonic Building
Corvallis, Oregon

Dear Mr. Ringo:

The Stoen Construction Company has an Oregon address at Box 247, Depoe Bay, Oregon. The address of Roger Smith, a subcontractor to Stoen, is not known.

The job to which you refer is apparently State Highway Contract No. 3805 awarded to Funderburk Construction Company and Stoen Construction Company for grading and paving the Depoe Bay-Miner Creek Unit on the Siletz Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ: md

RESOLUTION

FORM 2-50 25M 9-51 82315

OFFICE TEL. 3-8191
RES. TEL. 2-1438

ROBERT G. RINGO
ATTORNEY-AT-LAW
MASONIC BUILDING
CORVALLIS, OREGON

October 26, 1953

Oregon State Highway Commission
Salem
Oregon

3805

Gentlemen:

Can you please inform me of the correct mailing address of the Steen Construction Company of Seattle, Washington, and of Mr. Roger Smith, who is a sub-contractor for them on a highway job near Depoe Bay, Oregon, on or about September 7, 1953. I would like this address in order to present an auto damage claim to them.

Thanking you for this information, I am

RECEIVED
OCT 27 1953
OREGON
STATE HIGHWAY COMMISSION

Very truly yours,

Robert G. Ringo

RGR:mg

By

Edwin A. Pease
Construction Office Engineer

EAP:AR
Enc.

cc to: V. C. Williams
C. G. Polk - 2

FORM E 30 25M 9-51 82315

EF-110(7)

3805

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 1st, 1953

To: Mr. J. D. Walker
Division Engineer
Building

SUBJECT:

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract between the Funderburk-Stoen Construction Company and Lockyear & White, Inc. covering Items 23 and 24 on the Depoe Bay-Miner Creek Contract No. 3805, Oregon EF-110(7), is approved, and you may so inform the interested parties.

Five copies are being returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:AR
Enc.

cc to: W. C. Williams
C. G. Polk - 2

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1953
FOR FILING

BF-110(7)

3805

21-1031

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 21, 1953

SUBJECT:

To:

Mr. R. H. Baldock
State Highway Engineer
Department

Dear Sir:

Herewith a report on progress on the Depoe Bay-Miner Creek Unit of the Oregon Coast Highway, Contract No. 3805, Funderburk and Stoen.

Subcontractor Bud Koppisch, who is constructing the southern portion, advised me that upon completion of the Bay City-Tillamook grading next week he would move all of his equipment on that job to the Depoe Bay contract.

While the progress is not all that we could desire, nevertheless a very considerable improvement has been attained and the addition of the extra equipment which Koppisch will provide will accelerate the progress.

Yours very truly,

JDWalker

J. D. Walker
Division Engineer

JDW:AM

NOTED
State Highway Engineer

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FORM E-30X 25M 8-50 42299

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Newport,Oregon
August 17,1953

SUBJECT: PROGRESS REPORT to Aug. 10,1953
Contract # 3805, Depoe Bay-Miner Creek Unit
Oregon Coast Highway

To: Mr. J.D. Walker
Division Engineer
Oregon State Highway Dep't
State Highway Bldg.
Salem,Oregon

Dear Sir:

Herewith, a report on the progress of construction of the Depoe Bay-Miner Creek Unit of the Oregon Coast Highway. Contract #3805,Funderburk & Stoen,contractors. TO AUGUST 10,1953.

Contract Bid Items	Amount	Amount Performed	% Complete
General Excavation	1,107,000 Cu. yd.	197,000 cu. yd.	18 %
Clearing	All	90 %	90
Culverts & drains			35%
Box Culvert			45%
Overhaul			4 %

Project approximately 25% complete according to Total of contract bid items. Time elapsed 48%. 152,000 cu. yd. of excavation in place between Station 516 and Station 548.(by Stoen). 45,000 cu. yd. of excavation moved into place from Station 563 to 566 to 568 and from 647 to 676+50 by A.F. Koppisch, subcontractor.

Stoen Construction Co. is working a 108 hour week. Koppisch a 48 hour week.

Equipment being used on the project consists of-

3 D8 Caterpillar Bulldozers with cable drums.
3 " " Tractors with Carryalls
1 TD-24 Tractor with carryall
1 TD-24 Tractor with dozer blade & cable drum
1 TD-18 " " dozer blade
1 78-D Northwest, 2 Cu. Yd. shovel.
1 15-B Bucyrus, ½ " " "
1 Model 25 NW 3/4 " " "
1 D-4 Caterpillar Tractor with bulldozer.
1 HD-20 Allis Chalmers 4 cu. yd. front end loader.
1 " -5 " " 1 " " " " "
1 D-6 Caterpillar tractor with bull dozer & cable drum.
1 Oliver tractor with wobble wheel roller.
2- 6 yd. dump trucks
1-8 yd. dump truck.

2-10 ton Tournarockers.
2-18 ton "
2-600 D. Compressors
1-model 315 Truck mounted compressor.
1-105 Portable Compressor.
4-4" drifter wagon drills.
4-Jackhammers.
2- Air operated tampers.
1- Caterpillar Model 12 blade.

Cutbanks have been pioneered and sloped with blade from Sta. 553 to 579. Final cleanup of small limbs and roots in progress from Sta. 579 to Sta. 635. Clearing under way from Sta. 490 to 515. Clearing finished from 515 to 580 and from 630 to 676+50 South end of project. Grading from Sta. 647 to 676+50,90% complete. Grading from 515+50 to 547 approximately 60% complete.

Yours very truly,

Kenneth Boardman Res. Eng'r

PHONE DEPOE BAY, OREGON

Funderburk-Stoen Construction Company
DEPOE BAY, OREGON
SEATTLE, WASHINGTON

June 17,1953

NOTED
W. C. WILLIAMS

Oregon State Highway Dept.
Salem, Oregon
Kenneth Boardman, Res. Eng.

Dear Sirs:

Re: Letter dated June 13,1953
Equipt.: Completion Schedule

Upon receipt of your letter we herewith submit the following:-

List of equiptment on job at present:

2--D-8 Dozers
1--D-6 "
1--TD-24 "
1--TD-14 "
1--TD-9 "
1--D-4 "
1--HD-5 Loader-dozer
1--HD-20 " "

1--Model 78 Shovel
2-- " 25 Shovels
1--22-B Shovel
1--15-B Shovel

2--600 Cu.Ft. Compressors
1--315 " " "
1-- 105 " " "

2-D-Tournarocers
2-C-Tournarockers
2-6 yd. 6 Wh. dump trucks
2- Service trucks
7- Pickups

3- Wagon drills
1- Wagon jack
Misc. drilling & shop equipt.

1- Yarder
2- Wind machines
Misc. fire equipt.

List of equiptment to be added:

Approx. July 5,1953

4--D-8 Tractors
1--TD-24 Tractor
1--C-Tournarocker
2--C-Tournapulls
2--DW-21 Scrapers

3--15 yd. Scrapers
2--Sheep-foot compactors
2--Model 12 graders
2--Water wagons

To be added about Aug. 15,1953

2--C-Tournapulls

To be added after Jan. 1, 1954

Paving & crushing equipt as furnished by our subcontractor.(Acme Construction)
6--Rented 8 cu. yd. dump trucks.

PHONE DEPOE BAY, OREGON

Funderburk-Stoen Construction Company
DEPOE BAY, OREGON
SEATTLE, WASHINGTON

(con't)

[illegible] items:

Item # 1--Clearing & [illegible].	Sept. 1,1953
" # 2--Felling of danger trees.	Same
" # 3--Stone. [illegible].	July. 1[illegible],1954
" # 4--[illegible] exc. ([illegible].)	Same
" # 5-- " " (L[illegible])	Same
" # 6--[illegible].	Same
" # 7--L[illegible] "	Same
" # 8--[illegible] soil.	Same
" # 9--[illegible] soil.	Same
" #10--[illegible].	[illegible]. 15,1954
" #11--[illegible] ext-[illegible].	[illegible]. 30,1954
" #12--to--22 incl.(culverts & [illegible])	July 15, 1954
" #23--Class 'A' concrete.([illegible])	[illegible]. 21, 1953
" #24--[illegible] steel. for [illegible]	[illegible]. 22, 1953
" #25--26--27--[illegible],posts.	Sept. , 1954
" #28--[illegible] in place.	Aug. 1954
" #29--to--37 incl. ([illegible])	Oct. 1, 1954

Present operations consist of clearing [illegible] project, and [illegible] at stations 12 [illegible] fill at station [illegible]. This operation will be double shifted, [illegible]. We should have [illegible] material [illegible] this cut, and [illegible] to start [illegible]-culvert structure, [illegible] days.

[illegible] will commence July [illegible] to [illegible] cuts and fills [illegible] operation [illegible].

[illegible] will start [illegible] culvert and drains [illegible] station [illegible] (appr x.2 [illegible].) [illegible]. [illegible] 3 [illegible] [illegible], pipes, and drains [illegible]). [illegible] Rocky [illegible].

[illegible] Rocky Creek.

We [illegible].

Very truly yours,

[illegible] Const. Co.

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 21, 1953

SUBJECT:

To: Mr. J. D. Walker
Division Engineer
Office

Dear Sir:

The subcontract between Funderburk-Steen Construction Company and Roger Smith et al, covering a portion of the clearing on the Depoe Bay-Miner Creek Contract No. 3805 Oregon BF-110(7), is approved and you may so inform the interested parties.

Five copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:js
encl
cc W. C. Williams
C. G. Polk - 2

FOR FILING

[illegible]

LAKE CITY BRANCH

SEATTLE FIRST NATIONAL BANK

Seattle 55, Washington

May 14, 1953

State Highway Department
Salem, Oregon

Gentlemen:

On January 5, 1953, we took an assignment of your contract #3805, this contract being between the State of Oregon, Funderburk Construction Company and the Stoen Construction Company, for certain work to be performed at Depot Bay, Oregon. Your office was notified of this assignment on January 9, 1953.

By this letter we release any interest we might have in that contract and ask that you account directly to the contractor for any proceeds due under the instrument.

Yours very truly,

/s/ Robert L. Enslow
Manager

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FORM E-123X 37,500 4-52
MAY 6 1953
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

W. C. Williams

May 5, 1953

NOTED
W. C. WILLIAMS

Cake, Jaureguy and Hardy
Attorneys at law
Equitable Building
Portland, Oregon

Attention: Mr. Ralph Cake

Re: State Highway Commission v. Wilbur
F. Badley, et ux., L 1485

Gentlemen:

I have been advised by Mr. W. C. Williams, Assistant State Highway Engineer, that it is now contemplated there there will be excess materials resulting from excavations required for the highway construction at Otter Crest, and if there be such excess materials available in the immediate location of the area upon which Mr. Badley wishes the material deposited, and in so far as such materials can be deposited upon Mr. Badley's property without any additional cost to the State, in that it will be as economical to place the excess material on the Badley property as elsewhere, then the State will deposit such materials on Mr. Badley's property at the location desired by him, with the understanding that Mr. Badley will at his expense take care of the providing and installation of any pipe extensions that may be made necessary by reason of such additional cuts and fills made to accommodate Mr. Badley, and that Mr. Badley will further be responsible for the leveling of the material upon his property, after the same has been deposited there by the State. It is not known at this time whether there will be sufficient excess material to supply Mr. Badley's needs or not; however, if there is not sufficient excess material, the Highway Department does not wish to permit the contractor to make additional excavation upon the highway right of way merely for the purpose of securing additional material for Mr. Badley, for such additional excavation would require considerable additional engineering, for which the cost and time required to accomplish frankly could not be justified for this private purpose. The Construction Department will work out the details directly with Mr. Badley.

I recently discussed with Mr. Schwab, by telephone, the type of a provision that the Commission would be willing to place in the deed with respect to the use by the State of any portion of the property being acquired by the State from Mr. Badley for commercial purposes. The Commission is willing to provide in the deed language to the effect that should any part of the property herein conveyed to the State be used by the State for any commercial purpose that caters to the motoring public, the operation of which will be by lease or concession, Mr. or Mrs. Hadley personally, not including their heirs or assigns, shall be given the first opportunity to lease or operate such commercial activity, if both or either of them by negotiations with the State submit the highest offer therefor, and are otherwise sufficiently responsible and capable to operate the commercial activity in a manner satisfactory to the State. This provision will be subject to the paramount authority of the legislature to modify or revoke the same at any time.

I will appreciate your advising me as to whether or not a provision as to commercial activities upon the property that is in substance as set forth above will be satisfactory to Mr. Hadley so that we may know how to proceed with this matter, for the substance of this provision is the absolute limits to which the Commission will go in obligating itself and future Commissions concerning this activity. It is requested that you advise me as soon as possible as to the action you propose to take concerning this entire matter, for if a deed has not been delivered to the State prior to the next motion day in Lincoln County, we are desirous of proceeding with the motion that we now have before the Court in the above entitled condemnation proceeding, so that this long drawn-out acquisition may be concluded.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:AF:P

cc W. C. Williams
Forrest Cooper
Leonard Lindas
R. L. Porter
J. D. Walker

RECEIVED

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

F-11-[illegible]

5

Salem, Oregon
April 30, 1953

SUBJECT:

To:

Mr. J. D. Walker
Division Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

This will confirm my verbal instructions to you to waste dirt on the Badley property at Otter Crest for the purpose of raising some low area adjacent to the Loop Road at the southerly section.

Mr. Badley is to stand all expense of any additional culvert including installation and any work involved except the mere dumping of waste material on his property.

Please take care of the necessary details.

Very truly yours,

H. G. Smith
Construction Engineer

By

Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams
C. W. Enfield

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FOR FILING

[illegible]

Indexed
Alphabetically

Badley, Wilbur

Salem, Oregon
April 29, 1953

Mr. C. W. Enfield

Investigation has revealed that there will be an excess of excavation quantities resulting from roadbed excavation at Otter Crest. Inasmuch as this excess must be disposed of, it will be just as economical to place it in the canyon on the Badley property as they have requested.

I am advising the Construction Department to work out details direct with Badley, but it is to be understood that Badley will take care of any pipe extensions that might be requested and that he will take care of the leveling off of the materials in such manner as he desires, and the obligation of the State will be merely the depositing of materials in the desired location.

Mr. Cooper is looking after this matter, and if you need any details please contact him.

W. C. Williams

WCW:me
cc Mr. Forrest Cooper
Mr. J. D. Walker

FORM E-30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 22, 1953

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Again referring to the matter of filling the canyon on the Badley property at Otter Crest, I wish to advise that from present indications it appears that there will be sufficient excess materials on the job to allow the contractor to fill the area in question without affecting the balance or distribution on the project. In order to do this it would be necessary for Mr. Badley to extend one of our 18 inch concrete culverts about 60 feet. Any culvert extensions or other work in connection with this private matter should be taken care of by the owner. If you wish this filling done, please advise and I will notify the field engineers to contact Mr. Badley and work out the details.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper

Forrest Cooper
Asst. Construction Engineer

FC:js

cc Doug Walker

COPY

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 3rd, 1953

SUBJECT:

To: Mr. C. W. Enfield
Chief Counsel
Office

Dear Sir:

I am returning your file on the Badley matter. I refer to the request of Mr. Badley, through his attorneys, to borrow material off the right of way for filling an area of his own land.

I do not believe that Mr. Badley should be permitted to take material from the right of way during construction, as this would mean a mixup and confusion in handling contract items in that area, and would make it difficult for us to keep track of quantities. If you deem it of sufficient importance, it is possible that we could work out something with Mr. Badley after the grading is completed and before the highway is opened. There is an objection to this in that our slopes are always graded uniformly, and the tops of the cutbanks are rounded. Any borrow from a finished area would probably make a mess of our slopes, but, if you wish, we will attempt to make some arrangement at a later date.

Very truly yours,

H. G. Smith
Construction Engineer

By

Forrest Cooper
Ass't. Construction Engineer

FC:AR
Enc.
cc W. C. Williams

RECEIVED
APR 7 1953
OFFICE OF
STATE HIGHWAY ENGINEER

Indexed
Alphabetically

Badley, Wilbur

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 24, 1953

SUBJECT: Wilbur F. Badley
File L 1485

To: Mr. C. W. Enfield
Chief Counsel
Office

NOTED
[illegible]

Dear Sir:

Referring to your letter of March 20, 1953 re Badley borrowing dirt from State property, I wish to advise that in general we frown upon such procedure. There is always the matter of interference with contractors, or the safety of the driving public to be considered.

As I do not know where Mr. Badley wishes to borrow the material, and when, I cannot make a very intelligent recommendation. If you will give me the information as to where, and when, I will report to Mr. Williams.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:sh

cc W. C. Williams

No. 4095
By WCW

ASSIGNMENT

Date: March 23, 1953

Description: Letter from Mr. C. W. Enfield, dated 3-20-53, re request of Mr. Badley to take at his own expense dirt from the excavation of the new hwy being built upon property that State is acquiring from him, in order for him to build up a gully in property left to him to level of a parking area.

Acknowledged by _____ Referred to Mr. H. G. Smith

Investigate and report with recommendation
XXX Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _________________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed _________ Report received _______

Remarks: Report submitted
4/6/53

FORM E-20 25M 1-52 95419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
FORREST COOPER

Salem, Oregon
March 20, 1953

SUBJECT: State Highway Commission
v.
Wilbur F. Badley
L 1485

To: Mr. W. C. Williams
Assistant Highway Engineer
Office

Dear Mr. Williams:

Mr. Badley is desirous of obtaining the right to take at his own expense sufficient dirt from the excavation for the new highway being constructed upon property that the State is acquiring from Mr. Badley for the purpose of filling a gully in the southeasterly portion of the 5.87 acres remaining in Mr. Badley's ownership, so as to bring the ground in this area to the level of a parking area. This portion of remaining property constitutes the island lying between the existing and the relocated Oregon Coast highways.

Badley has been desirous of making this matter a part of the settlement of the above condemnation action and the acquisition of property for the right of way, which we have refused to do on the basis that this is a collateral matter and should in no way be made a part of or a condition of the settlement of this case. I suggested to Mr. Dwight Schwab, attorney for Mr. Badley, that the proper method of handling this request should be to direct an inquiry to the Engineering Department, since it was a matter dealing solely with engineering and construction matters, and at his request I am relaying this matter to you for your consideration and advice, either to me or directly to Mr. Dwight Schwab of the law firm of Cake, Jaureguy & Hardy, 1220 Equitable Building, Portland 4, Oregon.

I understand from Mr. Schwab that Mr. Badley is willing to bear all of the expense of securing the material and depositing it upon his remaining property; however, I assume that he does not wish to pay anything for the material itself.

Yours very truly,

CWEnfield

C. W. ENFIELD
Chief Counsel

NOTED
W. C. WILLIAMS

CWE:avh
cc - Leonard Lindas
R. L. Porter

PLEASE RETURN TO
W. C. WILLIAMS

RECEIVED
MAR 23 1953
OFFICE OF
STATE HIGHWAY ENGINEER

RESOLUTION

RECEIVED
FOR FILING

April 22, 1953

Mr. F. P. Stager, Attorney
Taft, Oregon

Dear Mr. Stager:

Funderburk Construction Company and Stoen Construction Company, joint adventurers, are the principal contract firm on the Depoe Bay-Miner Creek Unit of the Siletz Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County.

Status of the two firms operating together are viewed by us as a general partnership. Funderburk Construction Company is a company individually owned by Mr. Edward Funderburk. Stoen Construction Company is a general partnership.

This informiation is in reply to your letter of April 20.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Acting Secretary

FQ:ehr

RESOLUTION

F. P. STAGER
ATTORNEY
PHONE DELAKE 2036
TAFT, OREGON

20 April, 1953

#3205

State Highway Commission
Salem, Oregon

Gentlemen:

Would you kindly notify me as to the name of your contractor on the road construction south from Depoe Bay and across Otter Crest. If possible, I would like the information as to whether this is a corporation, partnership, or other status which might be involved.

Very truly yours,

F. P. Stager

FPS:mg

RESOLUTION

FORM E-30 25M 9-51 62315

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 17, 1953

SUBJECT:

To:

Mr. J. D. Walker
Division Engineer
State Highway Department
Office

NOTED
State Highway Engineer

Dear Sir:

Referring to the Badley acquisition at Otter Crest we have had a request from the owner to borrow materials from the right of way area to fill the canyon, which lies westerly of Station 590-91, and is in the Wye between the parking area and the loop road at Otter Crest. We have objected to allowing materials being taken from our cuts due to the complications in measurement and of pavement to the contractor.

There are two or three alternates which I would like to have investigated (1) is the parking area daylighted on the westerly side, and if not, would it be possible for the owner to remove sufficient materials from his own property abutting the parking area to make the fill; (2) although, we do not have the cross-sections it would appear that the cut from Station 591 to Station 956 is not daylighted on the westerly side, therefore, it might be possible for the owner to secure the materials he needs outside of the standard roadbed section on the westerly side; (3) is it possible to determine at this time if there will be waste from the roadbed excavations in this area so that the canyon may be used as spoil bank or waste area.

If you have any other suggestions that might be better than those enumerated above, please give us your ideas. We need an early reply to this matter as it is holding up the right of way settlement, which in turn, may hold up the contractor.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:of
cc R. H. Baldock
C. W. Enfield

RESOLUTION

IVED

Balde

COMMISSIONERS:
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

April 14, 1953

REFERRED TO
[illegible]
By State Highway Engineer

Please read [illegible]

Done
WCW

NOTED
W. C. WILLIAMS

Cake, Jaureguy & Hardy
Attorneys at Law
1220 Equitable Building
Portland 4, Oregon

Re: State Highway Commission
v.
Wilbur F. Badley, et al.
L 1485

Attention: Mr. Ralph Cake

Gentlemen:

I regret that I did not have an opportunity to talk with you during your visit to the office yesterday afternoon; however, I returned to the office a few minutes after you had left, and Mr. Lindas advised me of your discussions with him.

With respect to Mr. Badley's request that a provision be included in the deed that the State of Oregon will not permit any of the property being acquired from Mr. Badley to be used for commercial purposes, either by the State or others, I wrote to Mr. Dwight Schwab on March 16, 1953, and subsequently discussed the matter with Mr. Schwab on two other occasions, advising him that this matter was never made a part of the settlement, and in so far as I have any knowledge of the same, was never understood to be an obligation of the State or a condition of the settlement in any respect whatsoever. I further advised Mr. Schwab concerning this matter that it is not now the policy of the Commission to place such restrictions upon property that it acquires, and that I would not recommend to the Commission that it make any change in this policy.

I realize that by a deed from Mr. and Mrs. Badley to the State in February of 1928 that a provision was included whereby the State agreed not to sell or engage in any commercial enterprise or business upon the property being acquired, or sell, rent or deal in any merchandise or commodity of any kind upon the property, but since the acceptance of this deed the Commission's policy has been changed and the Commission has expressly directed that no such provision be contained in deeds now accepted by the State. To be sure that I was acting under the direction of the Commission with respect to this acquisition, I discussed the matter with the members of the Commission at its meeting on April ninth, subsequent to my brief conversation with you, and the Commission reaffirmed its policy that it would not acquire the Badley property with this provision being contained in the deed.

RESOLUTION

In this particular acquisition the State is certainly paying a premium price for the property as it is, and there would be no consideration flowing to the State whatsoever, by reason of this restriction upon the State's possible use of the property. As I have previously informed Mr. Schwab, there is no present intention to use any of this property for commercial purposes; however, there should be no limitation upon the State in the use of this property in the future.

With respect to Mr. Badley's desire to remove dirt from the highway right of way for the purpose of filling his remaining property, I have discussed this matter with the members of the Engineering Department and I am advised that the Engineering Department will either inform you directly or inform me, for relaying the information on to you, as to whether or not Mr. Badley will be permitted to remove material from the highway cut.

As set out in my letter of March 16, 1953, to your law firm, attention Mr. Schwab, I advised that the only reason the Commission is including in the present highway construction contract the construction of the parking area and the park loop road, is because of the settlement of the above-entitled case, which settlement was approved by the Highway Commission at its February meeting, and which did not include the limitations that Mr. Badley now seeks to impose upon the property being acquired by the State, and this construction work will be made a part of the highway contract, if the contractor is not delayed in commencing the work upon the parking area and the park loop road by reason of delay in delivery of the deed to the State; however, this particular portion of the project will not be performed until this settlement is completed by delivery of good merchantable title to the State, and if delivery of the deed is delayed to such an extent that the work of the contractor has proceeded to a point where it is not economically feasible to go back and perform this work, then it will not be possible to make this portion of the improvements a part of the present contract.

So as to insure that construction of the parking area and the park loop road will be made a part of this construction contract, as now planned, it is requested that the settlement previously agreed upon be effected by Mr. Badley delivering the deed to this property to the State immediately. If Mr. Badley does not intend to fulfill his obligations under the agreed settlement of this case, then it is requested that you so advise us of that fact immediately so that the condemnation case may proceed to ultimate determination, and so that we may advise the State's

Cake, Jaureguy & Hardy
April 14, 1953
Page 3

contractor that construction of the parking area and the park loop road will not be made a part of his contract with the State.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - R. H. Baldock
Leonard Lindas

RESOLUTION

RECEIVED
FEB 11 1953
FOR FILING

PF-

[illegible]

February 10, 1953

Mr. Dwight L. Schwab
Equitable Building
Portland, Oregon

Dear Mr. Schwab:

I enclose my personal check in the amount of $15.50 which represents the amount that I received from the Marion County Sheriff at the time that he subpoenaed me to appear as a witness in the case of the State of Oregon vs. Wilbur F. and Anna L. Badley concerning right of way for the Oregon Coast Highway at Otter Crest. This case was originally set for trial on January 12, 1953, but was later postponed to February 9, 1953. It is my understanding that settlement has been reached out of court so it will not be necessary for me to appear as a witness.

The enclosed check is to reimburse the defendants in the case.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl. (1) check

Condemnations

2 – Resolutions
1 – Aug 19, 1952
2 June 16, 1947

2 – Surveys with
Resolutions adopting
& maps — { one in Aug 18 1952
old Siletz & Bay
Newport etc.

---

minute entry

~~3~~ award of contract
+ copies of same

minute entry for surve

Construction and
resident engineers repo
Construction plan

---

copy of contract

No. 128. CIVIL SUBPOENA.

Printed and for Sale by West Coast Printing & Binding Co., Portland, Oregon

In the Circuit Court of the State of Oregon,

For the County of Lincoln

To H. B. GLAISYER, Secretary, Oregon State Highway Commission.

IN THE NAME OF THE STATE OF OREGON:

You are hereby commanded to appear in the Circuit Court of the State of Oregon, for the County of Lincoln *at the Court House in* Toledo *on the* 12th *day of* January, *19*53, *at* 2:00 *o'clock* P. *M.*, to give evidence in a cause wherein the State of Oregon, by and through its State Highway Commission, is plaintiff, and WILBUR F. AND ANNA L. BADLEY, are defendants, on the part of the defendants, and bring with you all maps, books, correspondence, and records of any kind of plaintiff showing or relating to any and all surveys taken upon, acts of any and all kind performed upon, entries made upon, actions taken concerning, or jurisdiction exercised over, any portion of the property described in plaintiff's complaint by any of plaintiff's employees or agents since July 1, 1947.

R. E. COLLINS *Clerk.*

By TILLA GILDERSLEEVE *Deputy.*

I HEREBY CERTIFY that the within is a true copy of the original Subpoena in the within entitled action, as the same appears in my hands for service.

DENVER YOUNG

Sheriff of Marion *County, Oregon.*

Marion *County, Oregon.*

January *19*53

By A. J. Malstrom *Deputy.*

[illegible]

CIVIL SUBPOENA

No.........................

In the Circuit Court of the State of Oregon

for the County of..

....

....

Plaintiff

vs.

....

....

Defendant

Filed..*19*........

.... *Clerk.*

By.. *Deputy.*

59601

STATE OF OREGON,
County of..., } *ss.*

I,...
being first duly sworn, depose and say, that
I have served..............................*days and*
traveled.........................*miles in obedience to the within subpoena.*

....

Subscribed and sworn to before me, this
.................*day of*...............................*19*........

....
County Clerk.

By.......................................*Deputy.*

STATE OF OREGON,
County of..............................} *ss.*

I HEREBY CERTIFY That I served the within Subpoena within the said State and County on the..........*day of*..................*19*......, *on the within named*..................

....

....

by reading the original and delivering a copy thereof to..................

....

....

Sheriff of..................................*County, Oregon.*

By..*Deputy.*

IN THE CIRCUIT COURT OF THE STATE OF OREGON

For the County of Lincoln

To H. B. GLAISYER, Secretary, Oregon State Highway Commission,

IN THE NAME OF THE STATE OF OREGON:

You are hereby commanded to appear in the Circuit Court of the State of Oregon, for the County of Lincoln at the Court House in Toledo on the 12th day of January 1953, at 2:00 o'clock P. M., to give evidence in a cause wherein the State of Oregon, by and through its State Highway Commission, is plaintiff, and WILBUR F. AND ANNA L. BADLEY, are defendents, on the part of the defendants, and bring with you all maps, books, correspondence, and records of any kind of plaintiff showing or relating to any and all surveys taken upon, acts of any and all kind performed upon, entries made upon, actions taken concerning, or jurisdiction exercised over, any portion of the property described in plaintiff's complaint by any of plaintiff's employees or agents since July 1, 1947.

WITNESS my hand and the seal of said Court on this 5th day of January 1953

CIRCUIT COURT SEAL

By TILLA GILDERSLEEVE Deputy

R. E. COLLINS
Clerk

I HEREBY CERTIFY that the within is a true copy of the original Subpoena in the within entitled action, as the same appears in my hands for service.

DENVER YOUNG

Marion County, Oregon

Sheriff of Marion County, Oregon.

January 1953

By A. I. Malstrom Deputy.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

For the County of Lincoln

To H. E. GLAISYER, Secretary, Oregon State Highway Commission,

IN THE NAME OF THE STATE OF OREGON:

You are hereby commanded to appear in the Circuit Court of the State of Oregon, for the County of Lincoln at the Court House in Toledo on the [illegible] day of January 1953, at [illegible] o'clock P. M., to give evidence in a cause wherein the State of Oregon, by and through its State Highway Commission, is plaintiff, and WILBUR F. AND ANNA L. BADLEY, are defendants, on the part of the defendants, and bring with you all maps, books, correspondence, and records of any kind of plaintiff showing or relating to any and all surveys taken upon, acts of any and all kind performed upon, entries made upon, actions taken concerning, or jurisdiction exercised over, any portion of the property described in plaintiff's complaint by any of plaintiff's employees or agents since July 1, 1947.

WITNESS my hand and the seal of said Court on this 5th day of January 1953

CIRCUIT COURT SEAL

R. E. COLLINS
Clerk

By TILLA GILDERSLEEVE Deputy

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DENVER YOUNG
Sheriff of Marion County, Oregon.

By A. I. Malstrom Deputy.

Marion County, Oregon

January 1953

IN THE CIRCUIT COURT OF THE STATE OF OREGON

For the County of Lincoln

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WITNESS my hand and the seal of said Court on this 5th day of January 1953

CIRCUIT COURT SEAL

By TILLA GILDERSLEEVE Deputy

R. E. COLLINS
Clerk

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DENVER YOUNG

Marion County, Oregon

Sheriff of Marion County, Oregon.

January 1953

By A. I. Malstrom Deputy.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

For the County of Lincoln

To N. B. GLAISYER, Secretary, Oregon State Highway Commission,

IN THE NAME OF THE STATE OF OREGON:

You are hereby commanded to appear in the Circuit Court of the State of Oregon, for the County of Lincoln at the Court House in Toledo on the [illegible] day of January 1953, at [illegible] o'clock P. M., to give evidence in a cause wherein the State of Oregon, by and through its State Highway Commission, is plaintiff, and WILBUR F. AND ANNA L. BADLEY, are defendants, on the part of the defendants, and bring with you all maps, books, correspondence, and records of any kind of plaintiff showing or relating to any and all surveys taken upon, acts of any and all kind performed upon, entries made upon, actions taken concerning, or jurisdiction exercised over, any portion of the property described in plaintiff's complaint by any of plaintiff's employees or agents since July 1, 1947.

WITNESS my hand and the seal of said Court on this 5th day of January 1953

CIRCUIT COURT SEAL

R. E. COLLINS
Clerk

By TILLA GILDERSLEEVE Deputy

I HEREBY CERTIFY that the within is a true copy of the original Subpoena in the within entitled action, as the same appears in my hands for service.

DENVER YOUNG
Sheriff of Marion County, Oregon.

Marion County, Oregon

January 1953

By A. I. Malstrom Deputy.

RECEIVED
FOR FILING

BF-11

February 2, 1953

BY SECRETARY

Mr. B. Hooper, Manager
Lake City Branch
Seattle - First National Bank
Seattle 55, Washington

Dear Sir,

I have for acknowledgement your letter of January 29, 1953, transmitting the original and duplicate copies of an assignment given by Funderburk Construction Company and Stoen Construction Company to the Lake City Branch of the Seattle - First National Bank, of all monies now due or which may hereafter become due them in connection with their contract with the Oregon State Highway Commission No. 3805 for grading and paving the Depoe Bay-Miner Creek Unit of the Oregon Coast Highway in Lincoln County, Oregon.

Also enclosed in your letter was a communication from the United States Fidelity & Guaranty Company consenting to the assignment.

The assignment and the surety's consent appears to be in proper order, accordingly I am instructing our Accounting Division today, to prepare future warrants for work performed under this contract in conformity with the provisions of the assignment.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:al
cc: United States Fidelity & Guaranty Co.
c/o McCollister & Co., Inc.
300 Central Building
Seattle 4, Washington

Funderburk Construction Co. & Stoen Construction Co.
Sutherlin, Oregon

F. A. Query
C. H. Maison

Over

LAKE CITY BRANCH
SEATTLE-FIRST NATIONAL BANK
ESTABLISHED 1870

SEATTLE 55, WASHINGTON

January 29, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

We are enclosing two copies of your form of assignment of claim covering a contract at Depoe Bay between the Oregon State Highway Department and Funderburk Construction Company and Stoen Construction Company.

Also enclosed you will find a letter from the surety, McCollister & Company, Inc., consenting to this assignment.

It would be greatly appreciated if you would notify us if the assignment of this contract to the bank is now complete and effective.

Sincerely,

B Hooper

B. Hooper,
Manager.

BH:yc
Enc.

Form PR 2 (Revised 1946)

State Oregon
Project No. BF-110(7)

Federal Aid Bond Issue

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of January, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 13th day of February, 1952, a program, which was approved on the 28th day of March, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 1st day of August, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of eight hundred fifty thousand and 00/100 dollars ($850,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by Chapter 491, Oregon Laws 1951, viz.:

(Include date and citation of act of legislature by which authorized)

~~(b) From other sources~~

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	$15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	$10,000,000	Feb. 1, 1953	Feb. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 430+00 in the SW 1/4, Section 8, T. 9 S., R. 11 W., W.M., and survey station 675+00 in the SE 1/4, Section 32, T. 9 S., R. 11 W., W.M., without exception,

, length 4.595 miles, in Lincoln County, being Oregon Federal Aid / Bond Issue project No. BF-110(7), consisting of 4.595 miles of roadway and no bridges~~, each~~ of more than 20 feet clear span, ~~or a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **eight hundred fifty thousand and 00/100** dollars ($**850,000.00**), which does not exceed the authorized Federal pro rata share of **one million, three hundred sixty-eight thousand, five hundred ninety-seven and 45/100** dollars ($**1,368,597.45**), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Chapter 529, Laws 1939.**

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest
H B Glaisyer
SECRETARY

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

OREGON DISTRICT

Oregon State Highway Department | Federal Aid Project No. BF-110 (7)

DEPOE BAY-MINER CREEK SECTION

OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 18, 1952

Type Code 6201
2-Lane Roadway (Sta. 430+00 to Sta. 504+00)(Sta. 673+50 to Sta. 675+00)
(Contract No. 3805)

All Required		Clearing and Grubbing (30%)		$ 34,500.00
100	sq. ft.	Felling Danger Trees	$ 5.00	500.00
350	cu. yds.	Structural Excavation, Unclassified	4.00	1,400.00
39,000	cu. yds.	General Excavation, Location "A", Unclassified	0.35	13,650.00
2,300	cu. yds.	General Excavation, Location "B", Unclassified	0.64	1,472.00
76,350	yd. sta.	Short Overhaul	0.01	763.50
460	C-yd. sta.	Long Overhaul	0.50	230.00
1,980	cu. yds.	Excavating and Placing Topsoil	1.50	2,970.00
600	yd. mi.	Truck Haul on Topsoil	0.40	240.00
1.40	miles	Finishing Roadbed and Slopes	1,000.00	1,400.00
4,500	lin. ft.	Rounding Cutbanks	0.20	900.00
170	lin. ft.	12-inch Concrete Pipe	2.00	340.00
600	lin. ft.	18-inch Concrete Pipe	4.00	2,400.00
90	lin. ft.	24-inch Concrete Pipe	6.00	540.00
90	lin. ft.	36-inch Concrete Pipe	10.00	900.00
110	lin. ft.	36-inch Extra Strength Concrete Pipe	11.00	1,210.00
540	lin. ft.	Salvaging Culvert Pipe	2.00	1,080.00
12	only	Concrete Sight Posts	10.00	120.00
10,000	cu. yds.	Quarry-run Rock in Base	1.00	10,000.00
2,800	cu. yds.	1" - 0 Rock in Base and Shoulders	2.75	7,700.00
270	M-gals.	Sprinkling	2.50	675.00
2,960	Gals.	SS-1 Emulsified Asphalt in Sprinkling	0.25	740.00
176	cu. yds.	1" - 0 Rock in Binder Course	3.50	616.00
19	tons	RC-3 Asphalt in Binder Course	40.00	760.00
3,710	tons	Class "B" Asphaltic Concrete	6.70	24,857.00
6	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	270.00
80	cu. yds.	Aggregate in Seal Coat	5.00	400.00
			Subtotal	$ 110,633.50
			10% Engr. & Cont.	11,063.35
			Total	$ 121,696.65

Length of Roadway 1.400 miles
Cost per mile $86,926.32

Type Code 6201
3-Lane Roadway (Sta. 504+00 to Sta. 579+00)(Sta. 601+50 to Sta. 637+50)
(Contract No. 3805)

All Required		Clearing and Grubbing (60%)		$ 69,000.00
150	sq. ft.	Felling Danger Trees	$ 5.00	750.00
2,830	cu. yds.	Structural Excavation, Unclassified	4.00	11,320.00
860,300	cu. yds.	General Excavation, Location "B", Unclassified	0.64	550,592.00
2,708,350	yd. sta.	Short Overhaul	0.01	27,083.50
95,140	C-yd. sta.	Long Overhaul	0.50	47,570.00
1,190	cu. yds.	Excavating and Placing Topsoil	1.50	1,785.00
360	yd. mi.	Truck Haul on Topsoil	0.40	144.00
2.77	miles	Finishing Roadbed and Slopes	1,000.00	2,770.00
14,200	lin. ft.	Rounding Cutbanks	0.20	2,840.00
2,300	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	2.00	4,600.00
970	lin. ft.	18-inch Concrete Pipe	4.00	3,880.00
210	lin. ft.	30-inch Concrete Pipe	8.00	1,680.00
1,800	lin. ft.	18-inch Extra Strength Concrete Pipe	5.00	9,000.00
190	lin. ft.	24-inch Extra Strength Concrete Pipe	7.00	1,330.00
1,340	cu. yds.	3/8" - 0 Backfill in Drains	6.00	8,040.00
480	cu. yds.	Class "A" Concrete	65.00	31,200.00
86,000	lbs.	Metal Reinforcement	0.12	10,320.00
1,760	lin. ft.	Metal Guard Rail	4.00	7,040.00
140	only	Concrete Sight Posts	10.00	1,400.00
25,300	cu. yds.	Quarry-run Rock in Base	1.00	25,300.00
3,650	cu. yds.	1" - 0 Rock in Base and Shoulders	2.75	10,037.50
600	M-gals.	Sprinkling	2.50	1,500.00
7,450	Gals.	SS-1 Emulsified Asphalt in Sprinkling	0.25	1,862.50
530	cu. yds.	1" - 0 Rock in Binder Course	3.50	1,855.00
80	tons	RC-3 Asphalt in Binder Course	40.00	3,200.00
11,300	tons	Class "B" Asphaltic Concrete	6.70	75,710.00
50	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	2,250.00
300	cu. yds.	Aggregate in Seal Coat	5.00	1,500.00
600	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	600.00
			Subtotal	$ 916,159.50
			10% Engr. & Cont.	91,615.95
			Total	$1,007,775.45

Length of Roadway	2.769 miles
Cost per mile	$363,949.25

Type Code 6201
4-Lane Roadway (Sta. 579+00 to 601+50)(Contract No. 3805)

All Required		Clearing and Grubbing (10%)		$ 11,500.00
50	sq. ft.	Felling Danger Trees	$ 5.00	250.00
220	cu. yds.	Structural Excavation, Unclassified	4.00	880.00
204,900	cu. yds.	General Excavation, Location "B", Unclassified	0.64	131,136.00
20,700	yd. sta.	Short Overhaul	0.01	207.00
130	cu. yds.	Excavating and Placing Topsoil	1.50	195.00
40	yd. mi.	Truck Haul on Topsoil	0.40	16.00
0.42	mile	Finishing Roadbed and Slopes	1,000.00	420.00
5,300	lin. ft.	Rounding Cutbanks	0.20	1,060.00
730	lin. ft.	18-inch Concrete Pipe	4.00	2,920.00
210	lin. ft.	24-inch Concrete Pipe	6.00	1,260.00
20	cu. yds.	Concrete Curbs	90.00	1,800.00
940	lin. ft.	Metal Guard Rail	4.00	3,760.00
6	only	Concrete Sight Posts	10.00	60.00
10,050	cu. yds.	Quarry-run Rock in Base	1.00	10,050.00
2,800	cu. yds.	1" - 0 Rock in Base and Shoulders	2.75	7,700.00
330	M-gals.	Sprinkling	2.50	825.00
4,490	Gals.	SS-1 Emulsified Asphalt in Sprinkling	0.25	1,122.50
290	cu. yds.	1" - 0 Rock in Binder Course	3.50	1,015.00
60	tons	RC-3 Asphalt in Binder Course	40.00	2,400.00
5,300	tons	Class "B" Asphaltic Concrete	6.70	35,510.00
30	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	1,350.00
150	cu. yds.	Aggregate in Seal Coat	5.00	750.00
1,200	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	1,200.00
			Subtotal	$ 217,386.50
			10% Engr. & Cont.	21,738.65
			Total	$ 239,125.15

Length of Roadway 0.426 mile
Cost per mile $561,326.64

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$ 121,696.85	$ 75,583.00	$ 46,113.85
3-Lane Roadway	1,007,775.45	625,903.00	381,872.45
4-Lane Roadway	239,125.15	148,514.00	90,611.15
	$1,368,597.45	$850,000.00	$518,597.45

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939; Chap. 491, Laws 1951
State Funds for Maintenance: Chap. 529, Laws 1939

Oregon State Highway Department

Federal Aid Project
No. BF-110

DEPOE BAY-MINER CREEK SECTION OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, August 1, 1952

Type Code 6201
2-Lane Roadway (Sta.430+00 to Sta. 504+00)(Sta. 673+50 to Sta. 675+00)

All Required		Clearing and Grubbing (30%)		$ 27,000.00
100	sq. ft.	Felling Danger Trees	$ 2.50	250.00
350	cu. yds.	Structural Excavation, Unclassified	3.00	1,050.00
39,000	cu. yds.	General Excavation, Location "A" Unclassified	0.35	13,650.00
2,300	cu. yds.	General Excavation, Location "B" Unclassified	0.75	1,725.00
76,350	yd. stas.	Short Overhaul	0.015	1,145.25
460	C-yd. stas.	Long Overhaul	0.45	207.00
1,980	cu. yds.	Excavating and Placing Topsoil	1.00	1,980.00
600	yd. mi.	Truck Haul on Topsoil	0.25	150.00
1.40	miles	Finishing Roadbed and Slopes	1,000.00	1,400.00
4,500	lin. ft.	Rounding Cutbanks	0.20	900.00
170	lin. ft.	12-inch Concrete Pipe	2.00	340.00
600	lin. ft.	18-inch Concrete Pipe	3.75	2,250.00
90	lin. ft.	24-inch Concrete Pipe	6.00	540.00
90	lin. ft.	36-inch Concrete Pipe	10.00	900.00
110	lin. ft.	36-inch Extra Strength Concrete Pipe	11.00	1,210.00
540	lin. ft.	Salvaging Culvert Pipe	2.00	1,080.00
12	only	Concrete Sight Posts	10.00	120.00
10,000	cu. yds.	Quarry-run Rock in Base	1.25	12,500.00
2,800	cu. yds.	1" - 0 Rock in Base and Shoulders	2.50	7,000.00
270	M-gals.	Sprinkling	3.00	810.00
2,960	gals.	SS-1 Emulsified Asphalt in Sprinkling	0.23	680.80
176	cu. yds.	1" - 0 Rock in Binder Course	3.75	660.00
19	tons	RC-3 Asphalt in Binder Course	44.00	836.00
3,710	tons	Class "B" Asphaltic Concrete	7.00	25,970.00
6	tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	264.00
80	cu. yds.	Aggregate in Seal Coat	5.00	400.00
		Subtotal		$105,018.05
		10% Engr. & Cont.		10,501.80
		Total		$115,519.85

Length of Roadway	1.400 miles
Cost per Mile	$82,514.17

Type Code 6201
2-Lane Roadway (Sta. 504+00 to Sta. 579+00)(Sta. 601+50 to Sta. 673+50)

All Required		Clearing and Grubbing (60%)		$ 54,000.00
150	sq. yds.	Felling Danger Trees	$ 2.50	375.00
2,830	cu. yds.	Structural Excavation, Unclassified	3.00	8,490.00
860,300	cu. yds.	General Excavation, Location "B", Unclassified	0.75	645,225.00
2,708,350	yd. stas.	Short Overhaul	0.015	40,625.25
95,140	C-yd. stas.	Long Overhaul	0.45	42,813.00
1,190	cu. yds.	Excavating and Placing Topsoil	1.00	1,190.00
360	yd. mi.	Truck Haul on Topsoil	0.25	90.00
2.77	miles	Finishing Roadbed and Slopes	1000.00	2,770.00
14,200	lin. ft.	Rounding Cutbanks	0.20	2,840.00
2,300	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	2.50	5,750.00
970	lin. ft.	18-inch Concrete Pipe	3.75	3,637.50
210	lin. ft.	30-inch Concrete Pipe	7.50	1,575.00
1,800	lin. ft.	18-inch Extra Strength Concrete Pipe	4.25	7,650.00
190	lin. ft.	24-inch Extra Strength Concrete Pipe	7.00	1,330.00
1,340	cu. yds.	3/8" - 0 Backfill in Drains	5.00	6,700.00
480	cu. yds.	Class "A" Concrete	65.00	31,200.00
86,000	lbs.	Metal Reinforcement	0.14	12,040.00
1,760	lin.ft.	Metal Guard Rail	3.00	5,280.00
140	only	Concrete Sight Post	10.00	1,400.00
25,300	cu. yds.	Quarry-run Rock in Base	1.25	31,625.00
3,650	cu. yds.	1" - 0 Rock in Base and Shoulders	2.50	9,125.00
600	M-gals.	Sprinkling	3.00	1,800.00
7,450	gals.	SS-1 Emulsified Asphalt in Sprinkling	0.23	1,713.50
530	cu. yds.	1" - 0 Rock in Binder Course	3.75	1,987.50
80	tons	RC-3 Asphalt in Binder Course	44.00	3,520.00
11,300	tons	Class "B" Asphaltic Concrete	7.00	79,100.00
50	tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	2,200.00
300	cu. yds.	Aggregate in Seal Coat	5.00	1,500.00
600	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	600.00
		Subtotal		$1,008,151.75
		10% Engr. & Cont.		100,815.17
		Total		$1,108,966.92

Length of Roadway	2.769 miles
Cost per Mile	$400,493.64

Type Code 6201
4-Lane Roadway (Sta. 579+00 to 601+50)

All Required		Clearing and Grubbing (10%)		$ 9,000.00
50	sq. yds.	Falling Danger Trees	$ 2.50	125.00
220	cu. yds.	Structural Excavation, Unclassified	3.00	660.00
204,900	cu. yds.	General Excavation, Location "B", Unclassified	0.75	153,675.00
20,700	yd. stas.	Short Overhaul	0.015	310.50
130	cu. yds.	Excavating and Placing Topsoil	1.00	130.00
40	yd. mi.	Truck Haul on Topsoil	0.25	10.00
0.42	miles	Finishing Roadbed and Slopes	1,000.00	420.00
5,300	lin. ft.	Rounding Cutbanks	0.20	1,060.00
730	lin. ft.	18-inch Concrete Pipe	3.75	2,737.50
210	lin. ft.	24-inch Concrete Pipe	6.00	1,260.00
20	cu. yds.	Concrete Curbs	45.00	900.00
940	lin. ft.	Metal Guard Rail	3.00	2,820.00
6	only	Concrete Sight Posts	10.00	60.00
10,050	cu. yds.	Quarry-run Rock in Base	1.25	12,562.50
2,800	cu. yds.	1" - 0 Rock in Base and Shoulders	2.50	7,000.00
330	M-gals.	Sprinkling	3.00	990.00
4,490	gals.	SS-1 Emulsified Asphalt in Sprinkling	0.23	1,032.70
290	cu. yds.	1" - 0 Rock in Binder Course	3.75	1,087.50
60	tons	RC-3 Asphalt in Binder Course	44.00	2,640.00
5,300	tons	Class "B" Asphaltic Concrete	7.00	37,100.00
30	tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	1,320.00
150	cu. yds.	Aggregate in Seal Coat	5.00	750.00
1,200	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	1,200.00
		Subtotal,		$238,850.70
		10% Engr. & Cont.		23,885.07
		Total		$262,735.77

Length of Roadway	0.426 miles
Cost per Mile	$616,750.63

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$ 115,519.85	$ 71,771.00	$ 43,748.85
3-Lane Roadway	1,108,966.92	688,993.00	419,973.92
4-Lane Roadway	262,735.77	163,236.00	99,499.77
	$1,487,222.54	$924,000.00	$563,222.54

RECEIVED
FOR FILING

January 12, 19531

Mr. B. Hooper, Manager
Seattle First National Bank
Lake City Branch
Seattle 55, Washington

Dear Mr. Hooper:

I have just received your letter of January 9, 1953 enclosing original and duplicate copies of an assignment given by Funderburk Construction Company and Stoen Construction Company to the Seattle First National Bank, Lake City Branch, of monies due them from the State Highway Commission for construction of the Depoe Bay-Miner Creek Unit of the Oregon Coast Highway in Lincoln County, Oregon.

We will be glad to honor an assignment of the funds owing to the contractor in connection with this job, but the assignment must be in a form approved by the State Highway Commission and must be accompanied by a letter from the surety on the bond furnished in connection with this job consenting to the assignment without prejudice to the bond.

I enclose five copies of the Highway Commission's standard form of assignment which provides for the assignment to the bank of all monies now due or hereafter to become due the contractor in connection with this project. Please have these signed by the proper officials of both companies and return to me the original and one copy, both executed, together with the letter from the bonding company. The remaining three copies you may retain for such use as you may have for them.

Sincerely yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
Encls.

LAKE CITY BRANCH
SEATTLE-FIRST NATIONAL BANK
ESTABLISHED 1870
▾ ▾ ▾
SEATTLE 55, WASHINGTON

January 9, 1953

State Highway Department
State of Oregon
Salem, Oregon

Gentlemen:

We have undertaken an assignment of your contract with Funderburk Construction Co. and Stoen Construction Co. for work to be performed at Depoe Bay, your contract #3805.

Enclosed are two copies of the assignment. It would be greatly appreciated if you would recognize this assignment on the reverse side of one of the copies and return it to us for our files at your earliest convenience. You will note that we have excepted the first three estimates that have now been received by our customer.

We thank you in advance for your courtesy.

Sincerely,

B Hooper

B. Hooper,
Manager.

BH:yc
Enc.

RECEIVED
JAN 12 1953
OREGON
STATE HIGHWAY COMMISSION

ASSIGNMENT OF CONTRACT

The undersigned, Funderburk Construction Co. and Stoen Construction Co., (hereinafter called "Assignor") with its principal place of business at Depoe Bay, Oregon, for and in consideration of the sum of $1.00 and other good and valuable consideration to it paid by SEATTLE-FIRST NATIONAL BANK Lake City BRANCH a national banking association, engaged in a banking business at Seattle, Washington, (hereinafter called "Bank") receipt whereof is hereby acknowledged, does hereby transfer, set over and assign unto said bank, its successors and assigns, any and all amounts now due or owing, or which may hereafter be or become due or owing, or remain unpaid at any time or times by State of Oregon Highway Department to Assignor under or pursuant to the terms of that certain contract (and any amendments and supplements thereto) entered into by and between the undersigned Assignor and the State of Oregon Highway Department described as follows:

Number 3805

Dated October 1, 1952 by the terms of which the Assignor has agreed to perform Grading and Paving on Depoe Bay-Miner Creek Unit, Siletz Bay-Miner Creek Section.

and the State of Oregon Highway Department has agreed to pay Assignor the sum of $1,245,874.00 and the undersigned Assignor does hereby designate and appoint said Bank, its successors and assigns, its true and lawful attorney or attorneys, with power irrevocable, for it, and in its name, place and stead to ask, demand, receive, receipt and give acquittance for any and all amounts which may be or become due or payable by the the State of Oregon Highway Department under said contract or any amendments or supplements thereto, and in its discretion to file any claim or to take any other action or proceeding, either in its own name, or in the name of the undersigned, or otherwise, which to said Bank or any successor or assignee thereof may seem necessary or desirable in order to collect or enforce the payment of any and all amounts which may become due or owing on account of said contract, or any amendments or supplements thereto.

Assignor does hereby represent and warrant unto said Bank that no payments have been made on account of said contract except as follows: payments of 1st, 2nd and 3rd estimates, and that Assignor has not heretofore and will not hereafter alienate nor assign said contract or any right or interest therein or thereto.

The acceptance of this assignment by said Bank shall not obligate it to perform any duty, covenant or condition required to be performed by assignor under and by virtue of said contract or any amendments or supplements thereto.

This assignment is made and entered into to secure and provide for the payment of any and all obligations now due or owing or which may hereafter be or become due or owing by the undersigned Assignor to the Bank.

In Witness Whereof, the Assignor has caused this instrument to be duly executed this 5th day of January, 1953

Funderburk Construction Co

By Edward Funderburk

Its owner

(SEAL)

Stoen Const. Co.

By Mile A. Stoen

Its partner

CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF .... } ss.

On this .... day of .... , 19 ..... before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared .... and .... ,
to me known to be the .... and .... ,
respectively, of .... ,
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that .... authorized to execute the said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

....
Notary Public in and for the State of Washington, residing at
....

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF .... } ss.

On this day personally appeared before me ....
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that .... signed the same as .... free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this .... day of .... , 19 .....

....
Notary Public in and for the State of Washington, residing at
....

PARTNERSHIP ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF King } ss.

On this day personally appeared before me Edward Funderburk , and
Milo A. Stoen , and ~~Glen L. Stoe~~n ,
co-partners, doing business as Funderburk Construction Co. and Stoen Construction Co. to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of January , 1953

Notary Public in and for the State of Washington, residing at
Seattle.

The within and foregoing assignment is accepted this .... day of .... , 19 .....

....

....

ASSIGNMENT OF CONTRACT

The undersigned, Funderburk Construction Co. and Stoen Construction Co., (hereinafter called "Assignor") with its principal place of business at Depoe Bay, Oregon, for and in consideration of the sum of $1.00 and other good and valuable consideration to it paid by SEATTLE-FIRST NATIONAL BANK Lake City BRANCH a national banking association, engaged in a banking business at Seattle, Washington, (hereinafter called "Bank") receipt whereof is hereby acknowledged, does hereby transfer, set over and assign unto said bank, its successors and assigns, any and all amounts now due or owing, or which may hereafter be or become due or owing, or remain unpaid at any time or times by State of Oregon Highway Department to Assignor under or pursuant to the terms of that certain contract (and any amendments and supplements thereto) entered into by and between the undersigned Assignor and the State of Oregon Highway Department described as follows:

Number 3805

Dated October 1, 1952 by the terms of which the Assignor has agreed to perform Grading and Paving on Depoe Bay-Miner Creek Unit, Siletz Bay-Miner Creek Section.

and the State of Oregon Highway Department has agreed to pay Assignor the sum of $1,245,874.00 and the undersigned Assignor does hereby designate and appoint said Bank, its successors and assigns, its true and lawful attorney or attorneys, with power irrevocable, for it, and in its name, place and stead to ask, demand, receive, receipt and give acquittance for any and all amounts which may be or become due or payable by the the State of Oregon Highway Department under said contract or any amendments or supplements thereto, and in its discretion to file any claim or to take any other action or proceeding, either in its own name, or in the name of the undersigned, or otherwise, which to said Bank or any successor or assignee thereof may seem necessary or desirable in order to collect or enforce the payment of any and all amounts which may become due or owing on account of said contract, or any amendments or supplements thereto.

Assignor does hereby represent and warrant unto said Bank that no payments have been made on account of said contract except as follows: payments of 1st, 2nd and 3rd estimates, and that Assignor has not heretofore and will not hereafter alienate nor assign said contract or any right or interest therein or thereto.

The acceptance of this assignment by said Bank shall not obligate it to perform any duty, covenant or condition required to be performed by assignor under and by virtue of said contract or any amendments or supplements thereto.

This assignment is made and entered into to secure and provide for the payment of any and all obligations now due or owing or which may hereafter be or become due or owing by the undersigned Assignor to the Bank.

In Witness Whereof, the Assignor has caused this instrument to be duly executed this 5th day of January, 1953

Funderburk Construction Co

By Edward J Funderburk

Its owner

(SEAL)

By Stoen Const. Co.

Its Milo A. Stoen partner

(OVER)

CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF............................ } ss.

On this..................day of.............................., 19.........before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared...and...,
to me known to be the..and...,
respectively, of...,
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that..authorized to execute the said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

....
Notary Public in and for the State of Washington, residing at
....

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF............................ } ss.

On this day personally appeared before me...
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that..................signed the same as..................free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this..........................day of..............................., 19..........

....
Notary Public in and for the State of Washington, residing at
....

PARTNERSHIP ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF King } ss.

On this day personally appeared before me Edward Funderburk, and Milo A. Stoen, and ~~[illegible] Stoen~~
co-partners, doing business as Funderburk Construction Co. and Stoen Construction Co.,
to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of January, 1953

Notary Public in and for the State of Washington, residing at Seattle.

The within and foregoing assignment is accepted this..............day of.............................., 19..........

....

....

Get KW map

RECEIVED
[illegible]
FOR FILING

Bradley Case

Freddie is getting

Condemnation Resolutions 8-18-52
Freddie is getting these
6-16-47
get copies & look up in minutes & check copies

Ruth

Survey Resolutions with maps, on 8-18-52
6-16 47
37.
and City [illegible] report etc.
make certified copies & look up in minutes

Ruth
Irven

Minute entry on contract (3-?-52)
on award of contract & cert copy of contract
Irven will get

Get Field Engineers Weekly reports on Contract
Phyllis is getting
Nos 1-7

Irven

Project BF 110 (7) - get construction plans
same as contractor gets
Irven will get

Minute entry when survey was authorized
(get all minute entries from start 1932 thru
1952 - all items which may have to do
with the Bradley property)

(Ruth has notes 2-21-35 thru 5/8/41 is making books
Mrs. Cook reading from 1932 to 2-21-35
Mrs. Rea " " 5-8-41 to 10-22-44
Monica " " 10-22-44 to 1-1-48
Ruth " " 1-1-48 to Date

IN THE CIRCUIT COURT OF THE STATE OF OREGON

For the County of Lincoln

To H. B. GLAISYER, Secretary, Oregon State Highway Commission,

IN THE NAME OF THE STATE OF OREGON:

You are hereby commanded to appear in the Circuit Court of the State of Oregon, for the County of Lincoln at the Court House in Toledo on the 1[illegible]th day of January 1953, at 2:00 o'clock P. M., to give evidence in a cause wherein the State of Oregon, by and through its State Highway Commission, is plantiff, and WILBUR F. AND ANNA L. BADLEY, are defendents, on the part of the defendants, and bring with you all maps, books, correspondence, and records of any kind of plaintiff showing or relating to any and all surveys taken upon, acts of any and all kind performed upon, entries made upon, actions taken concerning, or jurisdiction exercised over, any portion of the property described in plaintiff's complaint by any of plaintiff's employees or agents since July 1, 1947.

WITNESS my hand and the seal of said Court on this 5th day of January 1953

CIRCUIT COURT SEAL

R. E. COLLINS
Clerk

By TILLA GILDERSLEEVE Deputy

I HEREBY CERTIFY that the within is a true copy of the original Subpoena in the within entitled action, as the same appears in my hands for service.

DENVER YOUNG
Sheriff of Marion County, Oregon.
By A. I. Malstrom Deputy.

Marion County, Oregon
January 1953

Read table of Contents & mark minute pages, 1932 ~~thru~~ to 2-21-35

Lincoln County, Oregon Coast Hwy
Siletz Bay to Newport
Badley Property at Otter Crest

References: BADLEY PROPERTY
Otter Crest, Oregon

Yr.	Vol.	Part	Page	Paragraph
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'32	17	2	3764	3
'33	18	1	4057	5
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'34	19	1	4897 4898 4899	4
'34	19	1	4902	1
'34	19	1	4942 4943	last par.
'34	19	2	5084	3
'34	19	2	5114	item #3
'34	19	2	5216	item #5

Volumes put back in file

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Fresno County — Ocean Coast Highway
Elk Creek — Bradley property
Minutes [illegible] from 5-5-41 to 10-22-44

Volume 26, pt 2

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page	paragraph	
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11512	2	(" " page 11513)
11515	1	
11593	2	(see top page 11594)
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11653	2	(see bottom page 11655)
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11783	1	
11785	1	(see page 11787)
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12044	2	(see page 12054)
12077	2	
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12121	2	
12136	2	

STATE OF OREGON)
(ss
COUNTY OF MARION)

I, H. B. Glaisyer, Secretary of the Oregon State Highway Commission, do hereby certify that the attached copy of the resolution of the State Highway Commission, authorizing condemnation of a right of way for improvement of the Oregon Coast Highway across property owned by Wilbur F. Badley, et ux, located on the Whale Cove-Miner Creek Unit of the Siletz River-Newport Section of the Oregon Coast Highway, including, as a part thereof, the Otter Crest State Park Loop Road in Lincoln County, as the same appears in the minutes of August 18, 1952, entered in Volume 37 of the minute book, wherein official acts of the said Oregon State Highway Commission are recorded, has been compared by me with the original resolution and that the same is a true and correct copy of said resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Oregon State Highway Commission this 9th day of January, 1953.

Secretary
OREGON STATE HIGHWAY COMMISSION

EXHIBIT "M-10"

Minutes of August 18 and 19, 1952

RESOLUTION

WHEREAS, by virtue of the laws of the State of Oregon, as set forth and defined in Oregon Compiled Laws Annotated, and amendments thereof or additions thereto, the State Highway Commission is authorized and empowered to acquire by purchase, agreement, donation, or by the exercise of the power of eminent domain, real property, or any right or interest therein, deemed by the Highway Commission necessary for highway purposes; and

WHEREAS, the Oregon Legislature enacted Chapter 226, Oregon Laws 1947, known as the Throughway Law, and by the enactment of said law the legislature authorized and empowered the Highway Commission to lay out, locate, relocate, adopt, establish, construct, designate and maintain highways to be known as throughways, and to acquire, in the name of the State of Oregon, by agreement, donation or by the exercise of the power of eminent domain, fee simple title to or any interest in any real property which, in the opinion or judgment of the Highway Commission is necessary or deemed necessary for the construction of any throughway or the establishment of any section of an existing state road or highway as a throughway; and

WHEREAS, the Oregon Coast Highway is a highway under the jurisdiction and control of the State; and

WHEREAS, for the purpose of providing a highway which will more adequately serve the traveling public, the Highway Commission plans and proposes to relocate, construct, improve and maintain the Whale Cove- Miner Creek Unit of the Siletz River-Newport Section of the Oregon Coast Highway; and

WHEREAS, the Highway Commission has approved and adopted a survey of the said Whale Cove-Miner Creek Unit of the Siletz River-Newport Section of the Oregon Coast Highway and has by a resolution ordered and declared that said unit of said section of said highway shall be relocated and constructed under the provisions and within the meaning and for the accomplishment of the purposes declared and provided in the said Throughway Law; and

WHEREAS, for the purpose of establishing, constructing and maintaining the said highway as a throughway, to the end that human lives may be saved, property damage minimized, transportation by motor vehicles promoted, highway travel in general safeguarded, and public welfare promoted, it is the judgment of the Commission that the real property hereinafter described is necessary and that access to and from said highway should be controlled; and

(cont.)

WHEREAS, said Commission is authorized to take fee simple title to said property for right of way and other highway purposes;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by this Commission, all members thereof being present and voting affirmatively, as follows:

1. The Commission does hereby find and declare that there is needed and required for right of way, for the proper relocation, construction, and maintenance of the Whale Cove-Miner Creek Unit of the Siletz River-Newport Section of the Oregon Coast Highway as a throughway, including, as a part thereof, the Otter Crest State Park Loop Road, which said Loop Road lies Westerly of the relocated main highway and connects with said main highway opposite Highway Engineer's center line Stations 582+00 and 592+00, the following described real property, to wit:

R-4245
Owner: Wilbur F. Badley, et ux

Parcel No. 1:

A parcel of land lying in Lots 2 and 3, and in the Northwest quarter (NW$\frac{1}{4}$) of the Southeast quarter (SE$\frac{1}{4}$), and in the Southeast quarter (SE$\frac{1}{4}$) of the Northwest quarter (NW$\frac{1}{4}$) of Section 29, Township 9 South, Range 11 West, W. M., Lincoln County, Oregon, and being a portion of that property conveyed by that deed to Wilbur F. Badley, recorded in Book 75, Page 251, of Lincoln County Records of Deeds, the said parcel being that portion of said property lying Easterly of the existing Oregon Coast Highway and Westerly of a line parallel to and 150 feet Easterly of the center line of the Oregon Coast Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station R' 572+00, said Station being 397.35 feet North and 1054.08 feet West of the Northeast corner of the South half (S$\frac{1}{2}$) of the Northwest quarter (NW$\frac{1}{4}$) of said Section 29; thence South 26° 47' East, 312.36 feet; thence on a 400 foot spiral curve to the right (the long chord of which bears South 22° 47' East, 399.22 feet); thence on a 954.93 foot radius curve to the right (the long chord of which bears South 8° 29' 50" East 209.12 feet) 209.54 feet; thence on a 400 foot spiral curve to the right (the long chord of which bears South 5° 47' 20" West 399.22 feet); thence South 9° 47' 20" West 60.20 feet; thence on a 300 foot spiral curve to the left (the long chord of which bears South 4° 47' 20" West 299.09 feet); thence on a 572.96 foot radius curve to the left (the long chord of which bears South 22° 06' 50" East 333.17 feet) 338.06 feet; thence on a 300 foot spiral curve to the left (the

(cont.)

EXHIBIT "M-10" (cont.)

long chord of which bears South 49° 01' East 299.09 feet); thence South 54° 01' East 90.06 feet; thence on a 300 foot spiral curve to the right (the long chord of which bears South 49° 01' East 299.09 feet); thence on a 572.96 foot radius curve to the right (the long chord of which bears South 26° 21' East 251.28 feet) 253.33 feet; thence on a 300 foot spiral curve to the right (the long chord of which bears South 3° 41' East 299.09 feet); thence South 1° 19' West 117.42 feet to Station R' 605+80.97 back equals R' 606+60.80 ahead; thence on a 400 foot spiral curve to the left (the long chord of which bears South 4° 01' East 398.62 feet) to Station R' 610+60.8. Said center line crosses the North and South lines of said property approximately at Stations R' 576+52 and R' 607+18 respectively. Excepting therefrom a tract of land described as follows: Beginning at a point which is opposite and 95 feet Westerly of Station 585+13.36 on said relocated center line, said point also being 829 feet South and 918 feet West of the Northeast corner of the South half ($S\frac{1}{2}$) of the Northeast quarter ($NE\frac{1}{4}$) of said Section 29; thence South 9° 47' 20" West 86.65 feet, parallel to said center line; thence South 60° 31' West 32.01 feet; thence on a 293.27 foot spiral curve left (the long chord of which bears South 3° 54' 50" West 292.37 feet); thence on a 692.96 foot radius curve left (the long chord of which bears South 12° 20' 40" East 172.07 feet) 172.51 feet; thence South 57° 27' West 170.57 feet; thence on a 188.73 foot radius curve right (the long chord of which bears South 78° 23' 30" West 134.90 feet) 137.95 feet; thence North 59° 19' 55" West 107.11 feet; thence North 53° 45' 30" West 80.02 feet; thence on a 154.63 foot radius curve right (the long chord of which bears North 14° 25' 15" West 168.53 feet) 178.23 feet; thence North 18° 36' East 112.84 feet; thence on a 522.96 foot radius curve right (the long chord of which bears North 36° 47' East 326.39 feet) 331.93 feet; thence North 62° 43' 50" East 175.34 feet; thence South 73° 06' East 118.16 feet to the point of beginning, containing 5.77 acres in this exception.

The parcel of land to which this description applies contains 23.2 acres, outside of the existing right of way.

2. That in addition to the acquisition of fee simple title to the aforesaid described real property, hereinabove designated as Parcel No. 1, the Commission does hereby find and declare that the following described real property is necessary and required for right of way purposes, in connection with the relocation, construction and maintenance of Whale Cove-Miner Creek Unit of the Siletz River-Newport Section of the Oregon Coast Highway as a throughway, and for the relocation, construction and maintenance of a section of the present and now existing Oregon Coast Highway at Otter Crest, so that said existing Oregon Coast Highway may remain open

(cont.)

to public travel after the construction of the said relocated Oregon Coast Highway, which said real property is described as follows, to wit:

Parcel No. 2:

A parcel of land lying in Lot 3 of Section 29, Township 9 South, Range 11 West, W. M., Lincoln County, Oregon, the said parcel being that portion of said Lot 3 lying Westerly of the existing Oregon Coast Highway and Easterly of the following described line:

Beginning at a point which is opposite and 180 feet Westerly of Station R' 605+28.40 on the relocated center line of said highway, as said center line is described in Parcel No. 1 above, said point also being 2549.15 feet South and 204.14 feet West of the Northeast corner of the South half (S$\frac{1}{2}$) of the Northwest quarter (NW$\frac{1}{4}$) of said Section 29; thence North 29° 09' West 428.21 feet; thence North 59° 03' West 1227.28 feet; thence Northwesterly 49 feet, more or less, to an angle point in the Easterly and Southerly lines of that tract conveyed to the State of Oregon By deed recorded in Book 54, Page 35, Deed Records of Lincoln County, Oregon. Excepting therefrom that portion of said tract previously conveyed to the State of Oregon by deed recorded in said Book 54, Page 35, Deed Records of Lincoln County, Oregon.

The parcel of land to which this description applies contains 3.25 acres, outside of the existing right of way.

3. The Commission does further find and declare that in addition to the acquisition of fee simple title to the hereinabove described parcels of real property, it is necessary that there be acquired or extinguished all existing, future or potential rights of access between the right of way of the said relocated Whale Cove-Miner Creek Unit of the Siletz River-Newport Section of the Oregon Coast Highway and all of the contiguous real property of the owners remaining after the appropriation of the parcels of real property hereinabove described; except that there shall be reserved unto the owners of the said remaining land, their heirs and assigns, for service of the said remaining land, the following:

a. Right of access for pedestrian use to and from the said remaining land.

b. Right of access to the entire length of the said Otter Crest State Park Loop Road

c. A right of access to the relocated Oregon Coast Highway of a width of 25 feet on the West side of the said

(cont.)

relocated Oregon Coast Highway, opposite Highway Engineer's center line Station 588+70.

d. A right of access to the relocated Oregon Coast Highway of a width of 25 feet on the East side of the said relocated Oregon Coast Highway, opposite Highway Engineer's center line Station 585+82, for private access only.

e. A right of access to the relocated Oregon Coast Highway of a width of 25 feet on the East side of the said relocated Oregon Coast Highway, opposite Highway Engineer's center line Station 501+00, for private access only.

Private access as herein referred to is defined as a right of access from and to land abutting a highway, said access to be for ordinary travel to and from the abutting land only and shall not be used in connection with any commercial institution or activity established or conducted on the adjoining property which in any manner caters to, invites, solicits from,or is dependent upon the users of the said highway; said access from said remaining property shall not be used by the owners, their heirs or assigns, or anyone holding under them, for any use not herein stated, and the State shall have the power to close and barricade said access for all purposes in the event of any violation.

The State shall, however, have the right, at its option, to build at any future time, at its sole cost, a frontage road within the boundaries of any present or hereafter acquired right of way; thereupon, all rights of access to and from the aforesaid highway and the land abutting on said frontage road shall cease, but the owners, their heirs and assigns, shall have access to the frontage road at such places as will afford reasonable and safe connections. Said frontage road shall be connected to the said main highway or to other public ways only at such point or points as the State of Oregon may designate.

4. That the highway facility for which the aforesaid real property is required and is being taken has been planned, designed, located, and will be constructed in a manner which, in the opinion of this Commission, will be most compatible with the greatest public good and the least private injury or damage.

5. That the Chief Counsel for the Commission is directed to attempt to agree with the owners and other persons in interest of said parcels of property as to the compensation to be paid for the taking, and, in the event that no satisfactory agreement can be reached, then he is directed

(cont.)

and authorized to commence and prosecute to final determination such suit or action as may be necessary to acquire title to the aforesaid parcels of real property.

6. That if and in the event that prior or subsequent to the commencement of condemnation proceedings it be found necessary by the State Highway Engineer to change in any manner or to any extent the descriptions of the real property, the acquisition of which is by this resolution authorized, then the Chief Counsel, upon being furnished by the State Highway Engineer revised descriptions, hereby is authorized to use such revised descriptions in connection with the acquisition of said real property, either by agreement or by the exercise of the power of eminent domain. The Chief Counsel hereby is authorized in such event to increase or decrease the amount of the offer herein approved, which increase or decrease shall be justified by reason of said revised descriptions.

7. That upon the trial of any suit or action instituted to acquire the said parcels of real property, or any interest therein, the Chief Counsel, or, in his absence, the Assistant Counsel, is authorized to make such stipulation, agreement or admission as in his judgment may be for the best interests of the State, the State Highway Commission, or the property owners.

8. That this resolution be, and it hereby is, entered in the minutes and records of the Commission this 18th day of August, 1952.

STATE OF OREGON)
(ss
COUNTY OF MARION)

I, H. B. Glaisyer, Secretary of the Oregon State Highway Commission, do hereby certify that the attached excerpts and the resolution pertaining thereto, authorizing condemnation of a right of way for improvement of the Oregon Coast Highway across property owned by Wilbur F. Badley, et ux, located on the Whale Cove-Miner Creek Unit of the Siletz River-Newport Section of the Oregon Coast Highway, including, as a part thereof, the Otter Crest State Park Loop Road in Lincoln County, has been compared by me with the original of said excerpts and resolution, contained in the minutes of the Oregon State Highway Commission of June 16, 1947, entered in Volume 32 of the minute book, and that the same are true and correct copies of said portion of the said minutes.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Oregon State Highway Commission this 9th day of January, 1953.

Secretary
OREGON STATE HIGHWAY COMMISSION

EXCERPTS FROM MINUTES OF THE COMMISSION MEETING HELD JUNE 16, 1947

Portland, Oregon
June 16, 1947
Page 13951
Volume 32, Part 1

The State Highway Commission met in regular session at 9:00 a.m. in Room 715, Imperial Hotel. Present were:

T. H. Banfield, Chairman
A. W. Schaupp, Commissioner
R. H. Baldock, State Highway Engineer
J. M. Devers, Chief Counsel
H. B. Glaisyer, Secretary

Commissioner Ben R. Chandler was excused from attending this meeting.

* * * * * *

Page 13975

The Commission also discussed the matter of condemning property needed from Wilbur F. Badley for the proposed revision of the Oregon Coast Highway at Otter Crest, Lincoln County, but deferred action thereon until later in the session. (See ahead for further details.)

* * * * * *

Page 13983

The Commission then discussed the matter of acquiring the necessary right of way from Mr. Badley. The Chief Counsel was instructed to negotiate for the right of way and, if he is unable to reach a satisfactory settlement by so doing, to acquire the property by condemnation. He was further instructed to consult with the members of the Commission by telephone with respect to the amount that he should offer for the property in condemnation if necessary to take the matter into court. The following resolution authorizing condemnation of the property was thereupon adopted by the Commission by unanimous vote:

RESOLUTION

WHEREAS, the Highway Commission by the provisions of Section 100-115, O. C. L. A., is authorized to select, establish, designate, construct, and maintain a system of state highways within the State of Oregon and is authorized to relocate, change, and realign said highways, or sections thereof; and

WHEREAS, by virtue of the laws of the State of Oregon, the State Highway Commission is authorized and empowered to acquire by purchase, agreement, donation, or by the exercise of the power of eminent domain real property and/or any right or interest therein necessary or deemed necessary for rights of way, either for original location or for widening, straightening, or otherwise changing already established highways, whether within or without the corporate limits of cities and towns, together with rights of access from abutting property thereto, and/or for shops, equipment sheds, office buildings, maintenance sites, patrolmen accommodations, snow fences, quarry sites, gravel pits, storage sites, stockpile sites, weighing stations, broadcasting stations, and/or for appropriation, acquisition or manufacture of roadbuilding materials, approach or hauling roads, highway drainage, drainage tunnels, maintenance of unobstructed view of any state highway so as to provide for the safety of the traveling public, and/or for the culture of trees and the preservation of scenic places and other objects of attraction or scenic value adjacent to, along or in close proximity to state highways or which may be conveniently reached from or by a public highway, and/or for the development and maintenance of parks, parking places, auto camps, camp sites, roadside development, recreational grounds or resorts, forest or timbered areas, or other places of attraction and scenic value, and/or for any other use or purpose necessary or deemed necessary for carrying out the purposes of the Oregon Highway Code, and/or for flight strips, airfields, access roads, public highways, or for any other purpose designated by the United States; and

WHEREAS, the section of the Oregon Coast Highway, which highway is otherwise identified as State Highway No. 9, extending from Rocky Creek to Wade Creek is in the opinion of the Commission inadequate as to alignment, curvature, design, grade, and other elements and factors to serve the needs of the motoring public, and the Commission is of the further opinion that said section of said highway should be relocated, realigned, redesigned, and reconstructed, to the end that a more modern thoroughfare may be made possible; and

WHEREAS, the State now owns, has developed, and is maintaining for public use, enjoyment, and convenience a park area known as Otter Crest Park, which said area and park are now reached and served by the said highway; and

WHEREAS, in response to instructions given by the State Highway Commission, the State Highway Engineer made or caused to be made a survey for the purpose of fixing and determining the relocation of said section of said highway and fixing and determining the area to be employed for park purposes, which said survey, both as to highway location and park, was submitted to and approved and adopted by the Commission; and

WHEREAS, it is the opinion of the Commission that said section of said highway should be relocated and constructed on and along the route and location fixed and defined by said survey and that the area described as park area should be acquired and developed for park or recreational uses;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by the Highway Commission, a majority of the members thereof being present and voting affirmatively, as follows:

1. That the Commission does hereby find and declare that it is necessary, in the interests of the general public, that the section of said Oregon Coast Highway which begins at Rocky Creek and ends at Wade Creek be relocated and realigned, and that said section of said highway be reconstructed along the route and location fixed and defined in said survey;

2. That the Commission does hereby further find and declare that the real property described on the attached sheets and designated as Parcel No. 1 is necessary for the proper location, construction, and maintenance of said section of said highway; *

3. That the real property described on the attached sheets and designated as Parcel No. 2 is necessary for the development and maintenance of a public park and recreational area and for the parking of automobiles; *

4. That the Commission does hereby further find and declare that the acquisition of both of said parcels of real property is necessary for the accomplishment of the purposes hereinbefore set forth;

5. That the State Highway Engineer be and he hereby is instructed and directed to make or cause to be made all surveys necessary in connection with the determination, description, and acquisition of said real properties, and said Engineer is further instructed to prepare and submit to the Legal Department necessary and adequate descriptions of the said real properties, which said descriptions shall be available for the preparation of any deed or deeds or other instrument or instruments necessary to complete the acquisition of said property or properties, whether said properties be acquired by purchase, donation, agreement, or by the exercise of the power of eminent domain;

6. That J. M. Devers, Assistant Attorney General and Chief Counsel for the State Highway Commission, be and he is hereby requested, authorized, and directed to attempt to agree with the owners and/or with the tenants or persons in possession, if there be any, of said parcels of land with respect to the compensation to be paid for the taking of the same and the damages, if any there be, and in the event that no satisfactory agreement can be reached then it is hereby further resolved that J. M. Devers, Assistant Attorney General and Chief Counsel for the State Highway Commission, be and he hereby is requested and authorized to commence and prosecute to a final determination such suit or action as may be necessary and appropriate to acquire title to the said parcels of real property;

7. That in the trial or prosecution of any action instituted for the purpose of acquiring by condemnation or otherwise the said properties described on the attached sheets, or either of them, or any interest therein, the said J. M. Devers, as Chief Counsel for the Oregon State Highway Commission, is hereby authorized and empowered to make such stipulation, agreement, or admission in connection with any trial or court procedure connected with or prosecuted for the acquisition of said properties or interest therein as in his judgment may be for the best interests of the State, the State Highway Commission, and/or the defendant property owners; *

8. That this resolution be entered in full in the minutes and records of this Commission as of the sixteenth day of June, 1947.

FOOTNOTE:

* The names of the property owners and the detailed description of the respective parcels of real property mentioned in this resolution are attached to the original resolution on file in the office of the State Highway Commission, Salem, being Resolution No. 77, under the heading "Real Property Condemnation Resolutions" and said descriptions by this reference are made a part of this minute entry to the same extent as if copied in full herein.

This is a true copy of the descriptions referred to in the attached resolution

Secretary

Parcel No. 1 (Right of Way)

A parcel of land lying in the Southeast quarter (SE¼) of the Northwest quarter (NW¼), and in Lots 2 and 3, and in the Northwest quarter (NW¼) of the Southeast quarter (SE¼) of Section 29, Township 9 South, Range 11 West, W. M., Lincoln County, Oregon, and being a portion of the following described property: that tract of land which was conveyed by those certain deeds to Blanch Ferrell and Wilbur F. Badley recorded in Book 70, page 230, Book 69, page 527, and Book 49, page 298, of Lincoln County Record of Deeds, the said parcel being all that portion of the foregoing described property included in a strip of land of variable width, 150 feet on the East side of the center line and of variable widths on the Westerly side of the center line of the Oregon Coast Highway as said highway has been relocated in 1947 over and across and adjacent to said property; the location of the said strip of land (in so far as it encroaches upon said property) being determined by the said center line from Station 572+44.35 to Station 607+23.8, which portion of center line is described as follows:

Beginning at a point which is Engineer's center line Station 572+44.35, opposite and 250 feet distant from which point the westerly line of the said strip of land intersects the North line of said Lot 2; said point being 1122.66 feet South and 1220.67 feet West of the North quarter corner of Section 29, Township 9 South, Range 11 West, W. M.; thence on a spiral curve to the left (the long chord of which spiral bears South 58° 58' East 43.53 feet) 43.53 feet; thence South 59° 04' East 101.67 feet; thence on a spiral curve to the right (the long chord of which spiral bears South 53° 04' East 298.7 feet) 300 feet; thence on a 477.46 foot radius curve to the right (the long chord of which curve bears South 13° 00' East 449.29 feet) 467.77 feet; thence on a spiral curve to the right (the long chord of which bears South 27° 04' West 298.7 feet) 300 feet; thence South 33° 04' West a distance of 9.71 feet; thence on a spiral curve to the left (the long chord of which spiral bears South 27° 04' West 298.7 feet) 300 feet; thence on a 477.46 foot radius curve to the left (the long chord of which bears South 17° 53' East 519.39 feet) 549.17 feet; thence on a spiral curve to the left (the long chord of which spiral bears South 62° 50' East 298.7 feet) 300 feet; thence South 68° 50' East a distance of 25.58 feet; thence on a spiral curve to the right (the long chord of which spiral bears South 62° 05' East 447.54 feet) 450 feet; thence on a 636.62 foot radius curve to the right (the long chord of which curve bears South 33° 45' 30" East 325.78 feet) 329.44 feet; thence on a spiral curve to the right (the long chord of which spiral bears South 5° 46' East 447.54 feet) 450 feet; thence South 1° 19' West 8.77 feet; thence on a spiral curve to the left (the long chord of which spiral bears South 1° 11' West 63.00 feet) 63.00 feet to Station 607+23.8, at which point the said center line intersects the South line of said Lot 3; said Station 607+23.8 being approximately 1331.25 feet North and 103.83 feet West of the South quarter corner of Section 29, Township 9 South, Range 11 West, W. M.

The widths (in feet) of the strip of land above referred to are as follows:

Station to Station		Total Width	Width on East Side of Center Line	Width on West Side of Center Line
572+44.35	584+57.33	400 feet	150 feet	250 feet
584+57.33	593+16.21	250 feet	150 feet	100 feet
593+16.21	598+41.79	Variable	150 feet	Taper on straight line from 300 feet to 330 feet

596+41.79	604+21.23	Variable	150 feet	Taper on straight line from 330 feet to 300 feet
604+21.23	608+71.23	Variable	150 feet	Taper on straight line from 300 feet to 180 feet
608+71.23 equals				
606+52.03	607+23.8	330 feet	150 feet	180 feet

The parcel of land to which this description applies contains 28.39 acres, of which 6.02 acres lie in the existing right of way; net new area 22.37 acres.

Parcel No. 2 (Park)

A parcel of land lying in the Southeast quarter (SE¼) of the Northwest quarter (NW¼), and in Lots 2 and 3, and in the Northwest quarter (NW¼) of the Southeast quarter (SE¼) of Section 29, Township 9 South, Range 11 West, W. M., Lincoln County, Oregon, and being a portion of the following described property: That tract of land which was conveyed by those certain deeds to Blanch Ferrell and Wilbur F. Badley recorded in Book 70, page 230, Book 69, page 529, and Book 49, page 298, of Lincoln County Record of Deeds, the said parcel being described as follows:

Beginning at a point which is 100 feet distant North 56° 56' West, or at right angles to the 1947 relocated center line of the Oregon Coast Highway at center line Station 584+57.33; said point also being 2026.01 feet South and 976.06 feet West of the North quarter corner of Section 29, Township 9 South, Range 11 West, W. M.; thence North 56° 56' West 150 feet; thence South 58° 39' West 223.50 feet; thence South 36° 44' West 200 feet; thence South 15° 44' West 490.37 feet to the North line of a tract of land deeded to the State of Oregon by Wilbur S. Badley and Florence C. Badley, and recorded in Book 54, page 35, of the Record of Deeds of Lincoln County; thence East 42.0 feet to the Northeast corner of said tract; thence Southerly on a curve to the left having a radius of 304.6 feet (the long chord of which bears South 22° 22' East) a distance of 154.2 feet; thence North 53° 08' East, on a radial line of said curve a distance of 70 feet; thence Southerly on a curve to the left having a radius of 603 feet, a distance of 121 feet to the point at which the tangent of said curve bears South 48° 22' East; thence South 41° 38' West a distance of 25 feet; thence North 61° 35' West a distance of 137.8 feet; thence South 40° 51' West a distance of 208.2 feet; thence North 70° 55' West a distance of 105 feet; thence North 9° 18' West a distance of 269.4 feet to the Northwest corner of said tract of land; thence West a distance of 294.7 feet to the mean high tide line of the Pacific Ocean; thence South 30° 03' East along said mean high tide line a distance of 567.94 feet; thence North 46° 03' East 452.53 feet; thence South 58° 29' East 404.13 feet; thence North 39° 10' East 300 feet to a point which is 100 feet distant Southwesterly from (when measured at right angles to) the said 1947 relocated center line of the Oregon Coast Highway at Station 593+16.21; thence parallel to and 100 feet distant from said center line on a 577.46 foot radius curve right (the long chord of which curve bears North 17° 53' West 628.17 feet) 664.18 feet; thence on a spiral curve to the right (the long chord of which bears North 26° 47' 10" East 329.96 feet) 331.42 feet to a point 100 feet distant from (when measured at right angles to) the relocated center line; thence North 33° 54' East 9.71 feet to a point 100 feet distant from (when measured at right angles to) said relocated center line Station 584+57.33, being the point of beginning.

The parcel of land to which this description applies contains 10.68 acres, of which 3.98 acres lie in the existing right of way; net new area 6.70 acres.

STATE OF OREGON)
) ss
County of Marion)

I, H. B. Glaisyer, Secretary of the Oregon State Highway Commission, do hereby certify that the attached copies of excerpts and resolutions of the State Highway Commission covering the adoption of surveys on the Oregon Coast Highway from Siletz to Newport, in Lincoln County, as the same appears in the minutes of July 28, 1937, June 16, 1947, and August 18, 1952, entered in Volumes 22, 32, and 37 of the minute books, wherein official acts of the said Oregon State Highway Commission are recorded, have been compared by me with the original excerpts and resolutions and that the same are true and correct copies of said excerpts and resolutions and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Oregon State Highway Commission this 5th day of February, 1953.

H B Glaisyer

Secretary
OREGON STATE HIGHWAY COMMISSION

EXCERPTS FROM MINUTES OF THE COMMISSION MEETING HELD JULY 29, 1937

Portland, Oregon, July 28, 1937

The State Highway Commission met in special session at 9:30 o'clock p.m. in the Rose Room of the Benson Hotel for consideration and disposal of accumulated routine matters. Present were:

Henry F. Cabell, Chairman
E. B. Aldrich, Commissioner
F. L. Tou Velle, Commissioner
R. H. Baldock, State Highway Engineer
J. M. Devers, Attorney
H. B. Glaisyer, Secretary

* * * * * *

Portland, Oregon, July 29, 1937

The State Highway Commission reconvened at 9:00 o'clock a.m. in the Rose Room of the Benson Hotel with all members, the State Highway Engineer, the Attorney and the Secretary present.

* * * * * *

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The Engineer reported that two location surveys had been completed since the last meeting, viz: John Day-Prairie City Section of the John Day Highway, in Grant County, and the Siletz-Newport Section of the Oregon Coast Highway, in Lincoln County. He submitted maps showing the proposed routing of these highways and explained the same in detail. He asked the Commission to approve the locations as shown thereon. After due consideration and discussion the following resolution approving such surveys was adopted by the Commission by unanimous vote upon motion of Commissioner Aldrich which was duly seconded by Commissioner Tou Velle:

WHEREAS, the State Highway Commission heretofore has authorized and instructed the State Highway Engineer to make surveys on sections or portions of the highways of the State of Oregon as follows, to-wit:

John Day-Prairie City Section of the John Day Highway, in Grant County;

Siletz River-Newport Section of the Oregon Coast Highway, in Lincoln County;

and

WHEREAS, pursuant to said authorization the State Highway Engineer has made and completed the said surveys and has filed the maps and plans of the said surveys in the files of the State Highway Commission in Salem, Oregon; and

WHEREAS, the maps and plans of the said surveys have been examined by the State Highway Commission and have been found suitable in all respects for approval and adoption by the State Highway Commission;

NOW, THEREFORE, BE IT RESOLVED that the surveys hereinafter designated and described, together with their identifying location map file numbers, as shown in the map filing records of the Highway Commission in the Salem office of the Commission, be and they hereby are adopted and approved as the location surveys of the various portions or sections of highway involved:

File No.	Type of Survey	Highway and Section
12-2805	Location	John Day-Prairie City Section of the John Day Highway in Grant County. Map File No. Part 1 of 2 parts - 5B11-10
21-2803	Location	Siletz River-Newport Section of the Oregon Coast Highway in Lincoln County. Map File Nos. 5B8-1, 5B8-2, 5B8-3, and 5B8-4.

BE IT FURTHER RESOLVED that the State Highway Engineer be and he hereby is authorized to make such minor changes in the said location as may improve the standards of alignment and grades not inconsistent with the general location of the section of highway involved.

EXCERPTS FROM MINUTES OF THE COMMISSION MEETING HELD JUNE 16, 1947

Portland, Oregon
June 16, 1947

The State Highway Commission met in regular session at 9:00 a.m. in Room 715, Imperial Hotel. Present were:

T. H. Banfield, Chairman
A. W. Schaupp, Commissioner
R. H. Baldock, State Highway Engineer
J. M. Devers, Chief Counsel
H. B. Glaisyer, Secretary

Commissioner Ben R. Chandler was excused from attending this meeting.

* * * * * *

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The matter of adoption of a survey for the proposed realignment of the Oregon Coast Highway at Otter Crest was discussed, being a resumption of the discussion begun earlier in the session. The Engineer advised that, as a result of further investigations, it has been found that by using a 12-degree curve in the alignment at the summit it would be possible to make an adequate connection to the present overlook and parking place; however, it would not be possible to avoid moving the residence of Mr. Badley, the owner of the property, although it would leave relatively level land above the highway for the relocation of his buildings. It was his thought that this plan would lessen the right of way cost, since it would eliminate Mr. Badley's contention that his business would be ruinted by the construction of a higher overlook, and that construction costs would be less than were the highway constructed either on the original plan or on the first-proposed alternate; also, that such alignment is an improvement over the original relocation from a scenic standpoint. He recommended adoption of this revised plan. Following considerable discussion, the Commission approved the recommendation and thereupon, by unanimous vote, adopted the following resolution approving the survey for such revised location:

> WHEREAS, the Commission heretofore authorized and directed the Engineer to make a complete and final survey of the Otter Crest Section of the Oregon Coast Highway, in Lincoln County, and in connection therewith to prepare maps showing the route and location of said section of highway and to file said reports and records with the Commission for consideration; and
>
> WHEREAS, the Engineer has reported the completion of said survey and has submitted the same for the approval or disapproval of the Commission; and
>
> WHEREAS, after due consideration of said survey, field notes, maps and other engineering data, it is the judgment of the Commission that the same should be approved and filed;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by this Commission, a majority of members being present and affirmatively voting as follows:

1. That the survey of the Otter Crest Section of the Oregon Coast Highway, in Lincoln County, together with the map, which for identification purposes bears the map file No. 5B-8-3, field notes and other engineering data submitted by the Engineer hereby are approved, and the Engineer is directed to file and preserve the same in the records and files of the Commission at Salem, Oregon.

2. That when said section of said highway is permanently constructed the same shall be done in accordance with said survey and location unless otherwise directed or ordered by the Commission.

3. That this resolution be entered in the minutes and records of the Commission as of the sixteenth day of June, 1947.

EXCERPTS FROM MINUTES OF THE COMMISSION MEETING HELD AUGUST 18, 1952

Volume 37
Portland, Oregon
August 18, 1952

The State Highway Commission met in regular session at 9:00 a.m., Pacific Standard Time in the Green Room of the Imperial Hotel. Present were:

Ben R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
M. K. McIver, Commissioner
R. H. Baldock, State Highway Engineer
W. C. Williams 1st Assistant State Highway Engineer
W. W. Stiffler, 2d Assistant State Highway Engineer
C. W. Enfield, Chief Counsel
Forrest Cooper, Right of Way Engineer
C. H. Armstrong, State Parks Superintendent
C. H. Maison, Manager, Accounting Division
H. B. Glaisyer, Secretary

* * * * * *

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The Commission had under consideration the adoption of completed surveys of the following described highway sections as reported by the Engineer:

(1) North Corvallis Section of the Pacific Highway West (US99W), Benton County

(2) Phoenix Section of the Pacific Highway (US99), Jackson County

(3) Otter Crest Section of the Oregon Coast Highway (US 101), Lincoln County.

The Engineer exhibited maps showing the location proposed at each point. He explained details and recommended approval of the surveys by the Commission. As a result of discussion, the Commission approved all three surveys as recommended. The attached resolutions relative thereto, marked EXHIBITS "G-1" and "G-2", which resolutions by this reference are made a part hereof with like effect as though extended in full herein, were thereupon adopted by the Commission by unanimous vote.

In the discussion of the survey at Otter Crest, the Engineer advised that the proposed revision will effect a savings of $200,000 in construction costs, and he suggested that this sum be applied to improve another section of this highway in the vicinity of Fogarty Creek. He was instructed by the Commission to render a report on the subject.

* * * * * *

EXHIBIT "G-2"

Minutes of August 18 and 19, 1952

RESOLUTION

WHEREAS, the Commission heretofore authorized and directed the engineer to make a complete and final survey of the route and location of the Siletz River-Newport Section of the Oregon Coast Highway in Lincoln County, Oregon, and in connection therewith to prepare a map showing the route and location of said Section, and to file said survey and report with the Commission for consideration; and,

WHEREAS, the engineer on the 16th day of June, 1947 compiled the said survey and submitted the same for the approval or disapproval of the Commission; and,

WHEREAS, after due consideration of the said survey, field notes, map, and other engineering data, the Commission on the 16th day of June, 1947, adopted said survey and in particular the unit of said survey, known as the Otter Crest Unit of the Siletz River-Newport Section of the Oregon Coast Highway, and which for identification purposes bears engineer's map file No. 5B-8-3, dated December, 1936; and,

WHEREAS, the engineer has brought to the attention of the Commission that the said Otter Crest Unit of the said Section, as originally adopted and approved, should be relocated and realigned to the end that a more modern thoroughfare may be constructed; and,

WHEREAS, it now appears to the Commission that the said Otter Crest Unit of said Section, as originally adopted and approved, is inadequate as to alignment, curvature, design, grade, and other elements and factors to serve the needs of the motoring public; and,

WHEREAS, the engineer has prepared and submitted to the Commission maps of a new survey along with field notes and other engineering data, showing a more adequate route and a relocation of the said Otter Crest Unit of the Siletz River-Newport Section of the Oregon Coast Highway, said maps for identification purposes bearing engineer's map file Nos. 5B-8-3 dated December 1936 and 6B-35-17 dated September 1949, both maps including the suggested revisions of August 1952, and in addition a sketch map entitled Whale Cove-Miner Creek Section dated August 1952; and

WHEREAS, after due consideration of the said new survey, field notes, maps and other engineering data, it is the judgment of the Commission that the original Otter Crest Unit survey of the Siletz River-Newport Section of the Oregon Coast Highway should be amended so as to conform to a proposed relocation and realignment as suggested by the engineer, in order to more adequately serve the motoring public, and that the said new survey should be approved and filed:

(cont.)

EXHIBIT "G-2" (cont.)

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by this Commission, all members being present and affirmatively voting as follows:

1. That the original survey of the Otter Crest Unit of the Siletz River-Newport Section of the Oregon Coast Highway, as formerly adopted by a resolution of this Commission, dated June 16, 1947, which is shown, for identification purposes, on the engineer's maps, file No. 5B-8-3, dated December 1936, be, and the same hereby is amended and modified, insofar as the Otter Crest Unit is concerned, and that the new unit survey to be known as the Whale Cove-Miner Creek Unit of the Siletz River-Newport Section of the Oregon Coast Highway, and which for identification purposes, is shown on the engineer's maps as file Nos. 5B-8-3, dated December, 1936, and 6B-35-17, dated September, 1949, with the revisions thereon dated August, 1952, and the sketch map of the Whale Cove-Miner Creek Unit, dated August, 1952, be and the same hereby are approved and adopted as the correct and final survey of said Unit of said Section, and the engineer is directed to file and preserve the same in the records and files of the Commission at Salem, Oregon.

2. That when said Unit of said Section of the Oregon Coast Highway is permanently constructed the same shall be done in accordance with the said amended survey unless otherwise directed or ordered by the Commission.

3. That the approval and adoption of the Whale Cove-Miner Creek Unit survey shall constitute and be deemed instructions to the engineer to prepare and make available to the Legal and Right of Way Departments all necessary descriptions and other required data of real properties needed for and in connection with the construction, reconstruction, or improvement of the Oregon Coast Highway along and over said survey. Said approval and adoption shall also be deemed and constitute instructions to the Legal and Right of Way Departments to proceed promptly with the acquisition of rights of way, pursuant to the normal and approved method.

4. That the revised survey, now known as the Whale Cove-Miner Creek Unit of the Siletz River-Newport Section of the Oregon Coast Highway, has been made within the meaning and purpose of Chapter 226, Oregon Laws 1947, commonly knows as the "Throughway Law", and likewise has been made within the scope and purpose of the resolution approved and adopted by the Highway Commission on November 3, 1948. Therefore, the construction of said State Highway shall be accomplished pursuant to the provision of said Law and said resolution.

5. That this resolution be entered in the minutes and records of the Commission this 18th day of August, 1952.

STATE OF OREGON)
) ss
County of Marion)

I, H. B. Glaisyer, Secretary of the Oregon State Highway Commission, do hereby certify that the attached copy of an excerpt covering the awarding of contract No. 3805, for grading and paving the Depoe Bay-Miner Creek Unit of the Oregon Coast Highway, Lincoln County, as the same appears in the minutes of August 18, 1952 and October 20, 1952, entered in Volume 37 of the minute book, wherein official acts of the said Oregon State Highway Commission are recorded, has been compared by me with the original excerpt and that the same is a true and correct copy of said excerpt and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Oregon State Highway Commission this 5th day of February, 1953.

Secretary
OREGON STATE HIGHWAY COMMISSION

EXCERPTS FROM MINUTES OF THE COMMISSION MEETINGS HELD AUGUST 18, 1952 and OCTOBER 20, 1952

Portland, Oregon
August 18, 1952
Volume 37 Page 47

The State Highway Commission met in regular session at 9:00 a.m., Pacific Standard Time in the Green Room of the Imperial Hotel. Present were:

Ben R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
M. K. McIver, Commissioner
R. H. Baldock, State Highway Engineer
W. C. Williams 1st Assistant State Highway Engineer
W. W. Stiffler, 2d Assistant State Highway Engineer
C. W. Enfield, Chief Counsel
Forrest Cooper, Right of Way Engineer
C. H. Armstrong, State Parks Superintendent
J. H. Maison, Manager, Accounting Division
H. B. Glaisyer, Secretary

Bids as follows for highway construction were opened and read aloud by the Secretary in conformity with previously published notice, following which it was announced that the awarding of contracts would be made at 3:00 p.m., Pacific Standard Time, in the same room:

* * * * * *

* * * * * * *

OREGON COAST HIGHWAY IN LINCOLN COUNTY
GRADING AND PAVING DEPOE BAY-MINER CREEK UNIT

Funderburk & Stoen Construction Company, Sutherlin	$1,245,874.00

* * * * * *

* * * * * *

* * * * * *

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The Commission discussed with the Engineer the bids received during the morning session for highway construction, and at 3:00 p.m., Pacific Standard Time, Commissioner Reynolds publicly announced the Commission's decision with respect to each project as follows, the Commission's action having been by unanimous vote:

* * * * * *

* * * * * *

"Grading and paving the Depoe Bay-Miner Creek Unit of the Siletz Bay-Miner Creek Section of the Oregon Coast Highway, Lincoln County: Funderburk & Stoen

Construction Company, Sutherlin, was the low bidder for this work at $1,245,874.00. There were eight higher bids. The bid of Funderburk and Stoen Construction Company in the amount of $1,245,874 is accepted, and the Engineer is instructed to have a contract prepared and offered to said low bidder for execution as soon as right of way has been cleared and concurrence is received from the Bureau of Public Roads.

* * * * * *

Portland, Oregon
October 20, 1952

The State Highway Commission met in regular session at 9:00 a.m. Pacific Standard Time, in the Green Room of the Imperial Hotel. Present were:

Ben R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
M. K. McIver, Commissioner
R. H. Baldock, State Highway Engineer
W. C. Williams, 1st Assistant State Highway Engineer
W. W. Stiffler, 2d Assistant State Highway Engineer
F. A. Miller, Assistant Chief Counsel
Forrest Cooper, Right of Way Engineer
C. H. Armstrong, State Parks Superintendent
C. H. Maison, Manager, Accounting Division
H. B. Glaisyer, Secretary

* * * * * *

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The Commission approved a report from the Engineer advising satisfaction of conditions governing the awards of the following contracts and also advising that contract and bond forms have been prepared and forwarded to the respective contractors pursuant to the Commission's instructions:

(1) Grading and paving the Depoe Bay-Miner Creek Unit of the Oregon Coast Highway, Lincoln County. Bids received August 18, conditions satisfied October 1, 1952. Funderburk & Stoen Construction Company, low bidder.

* * * * * *

STATE OF OREGON)
) ss
County of Marion)

I, H. B. Glaisyer, Secretary of the Oregon State Highway Commission, do hereby certify that the attached excerpt of the State Highway Commission covering the authorization of a survey of the Oregon Coast Highway from Newport to Taft, in Lincoln County, as the same appears in the minutes of February 21, 1935, entered in Volume 19 of the minute book, wherein official acts of the said Oregon State Highway Commission are recorded, has been compared by me with the original excerpt and that the same is a true and correct copy of said excerpt and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Oregon State Highway Commission this 16th day of January, 1953.

Secretary
OREGON STATE HIGHWAY COMMISSION

EXCERPTS FROM MINUTES OF THE COMMISSION MEETING HELD FEBRUARY 21, 1935

Salem, Oregon, February 21, 1935

The State Highway Commission met in special session at 10:00 o'clock a.m. in the office of the State Highway Engineer, Room 325, State Office Building. Present were:

Leslie M. Scott, Chairman
E. B. Aldrich, Commissioner
Carl G. Washburne, Commissioner
R. H. Baldock, State Highway Engineer
J. M. Devers, Attorney
H. B. Glaisyer, Secretary

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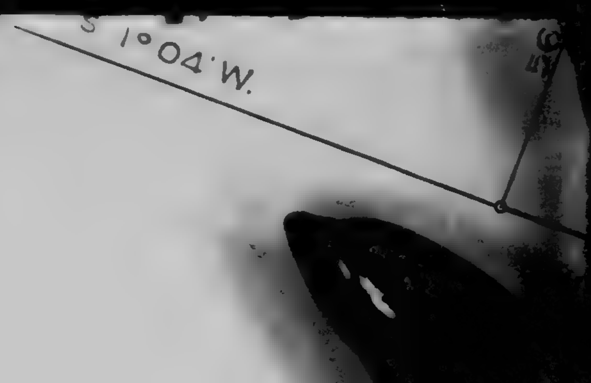
Page 5408

A letter was presented from Mayor J. J. Tobin, Newport, requesting a survey to determine a definite location for the Oregon Coast Highway from Newport to Taft in Lincoln County so that right of way may be obtained before the development of properties along this road reaches major proportions. The Engineer advised that the present road is narrow and has an inadequate base which requires a large annual expenditure for maintenance purposes and in his estimation it would be a good idea to reconstruct this road as soon as funds become available. He recommended a survey at this time to decide upon a permanent location for the road so that private property adjacent thereto can be developed in conformity therewith and to enable the purchase of right of way while it can be obtained at a reasonable cost. After some discussion the Commission approved the Engineer's recommendation and authorized him to make such location survey as soon as it is convenient for him to do so.



OREGON STATE HIGHWAY DEPARTMENT

Relocated Line

OTTER CREST SECTION

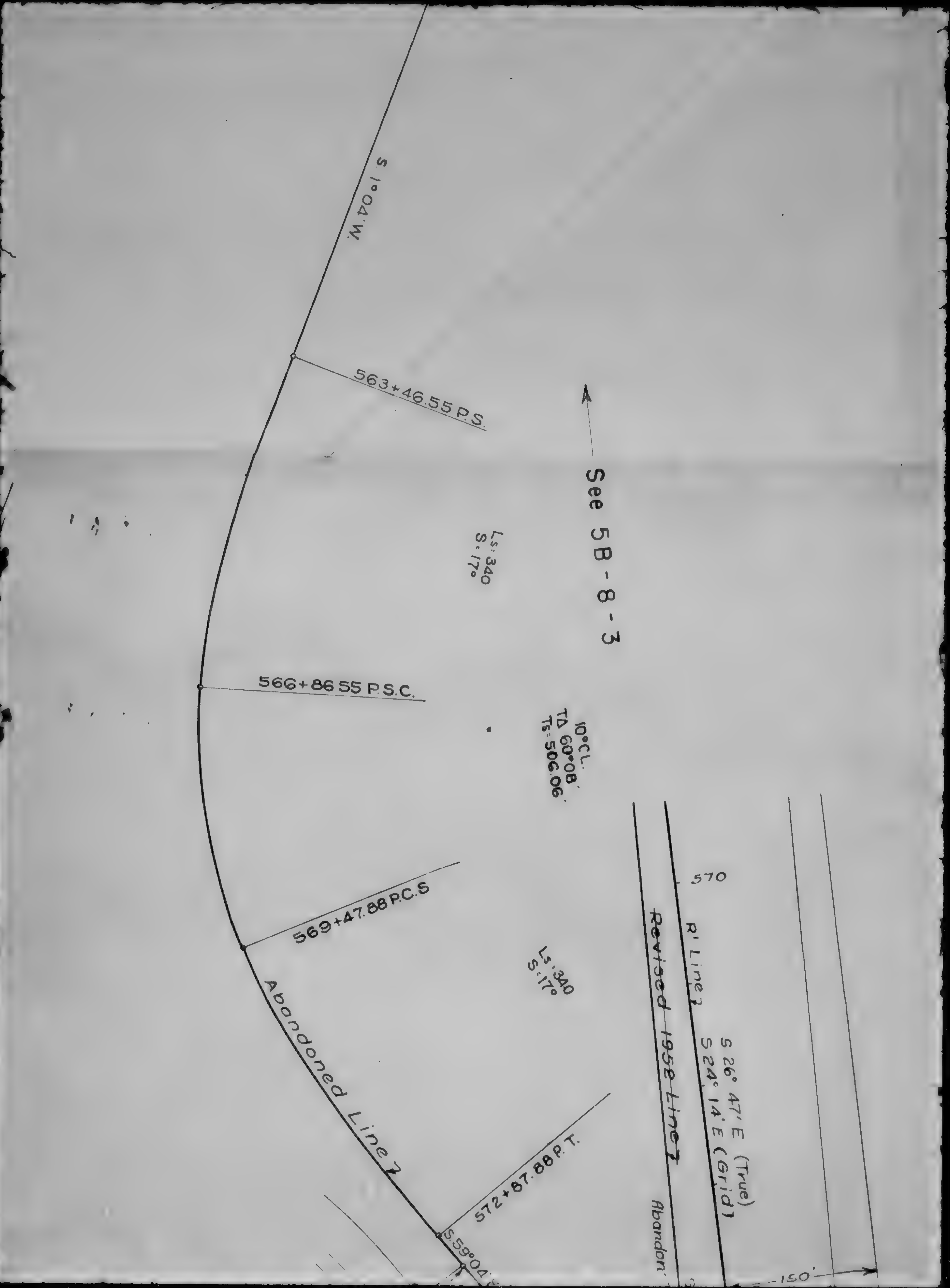
OREGON COAST HIGHWAY

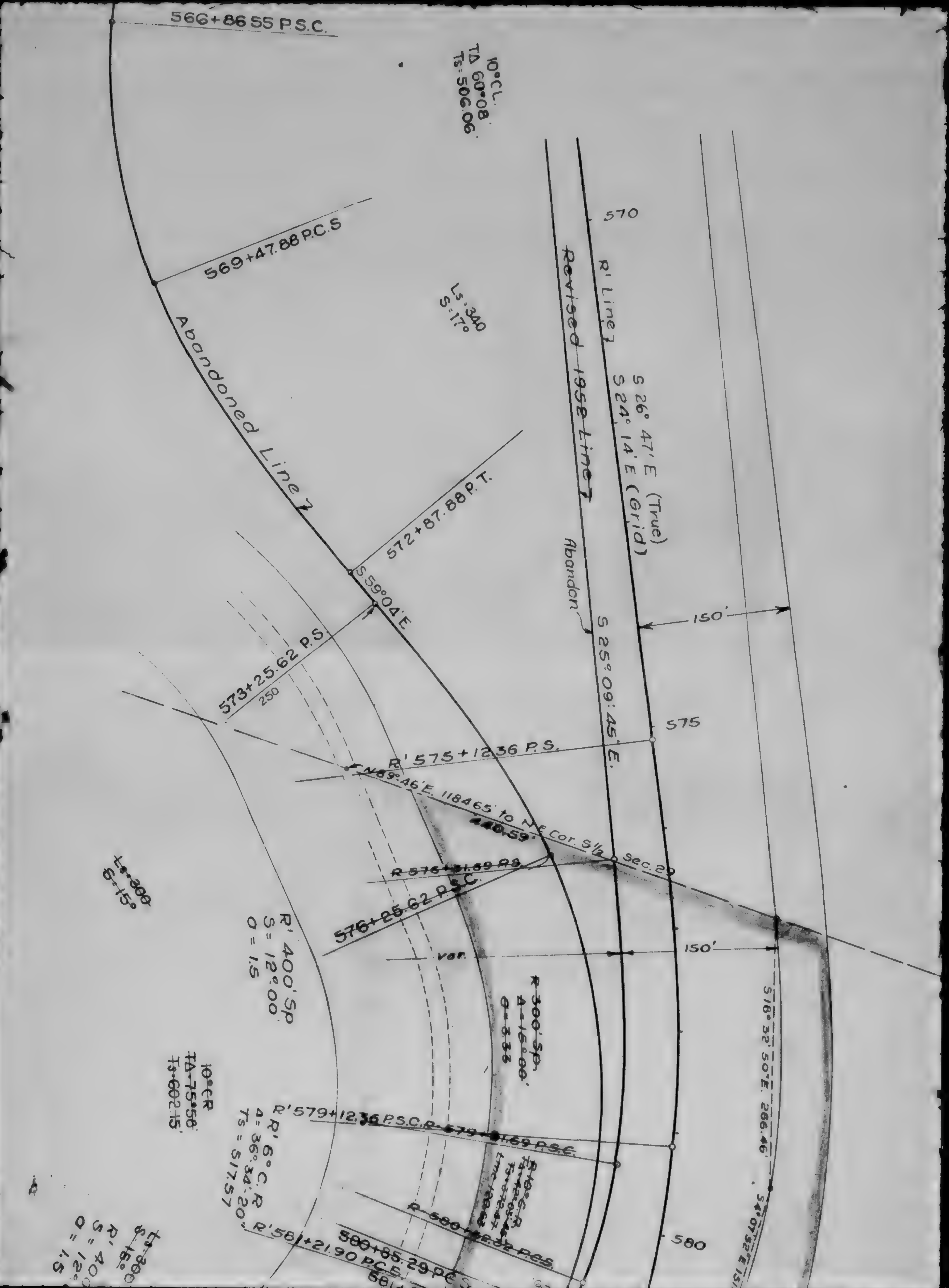
LINCOLN COUNTY

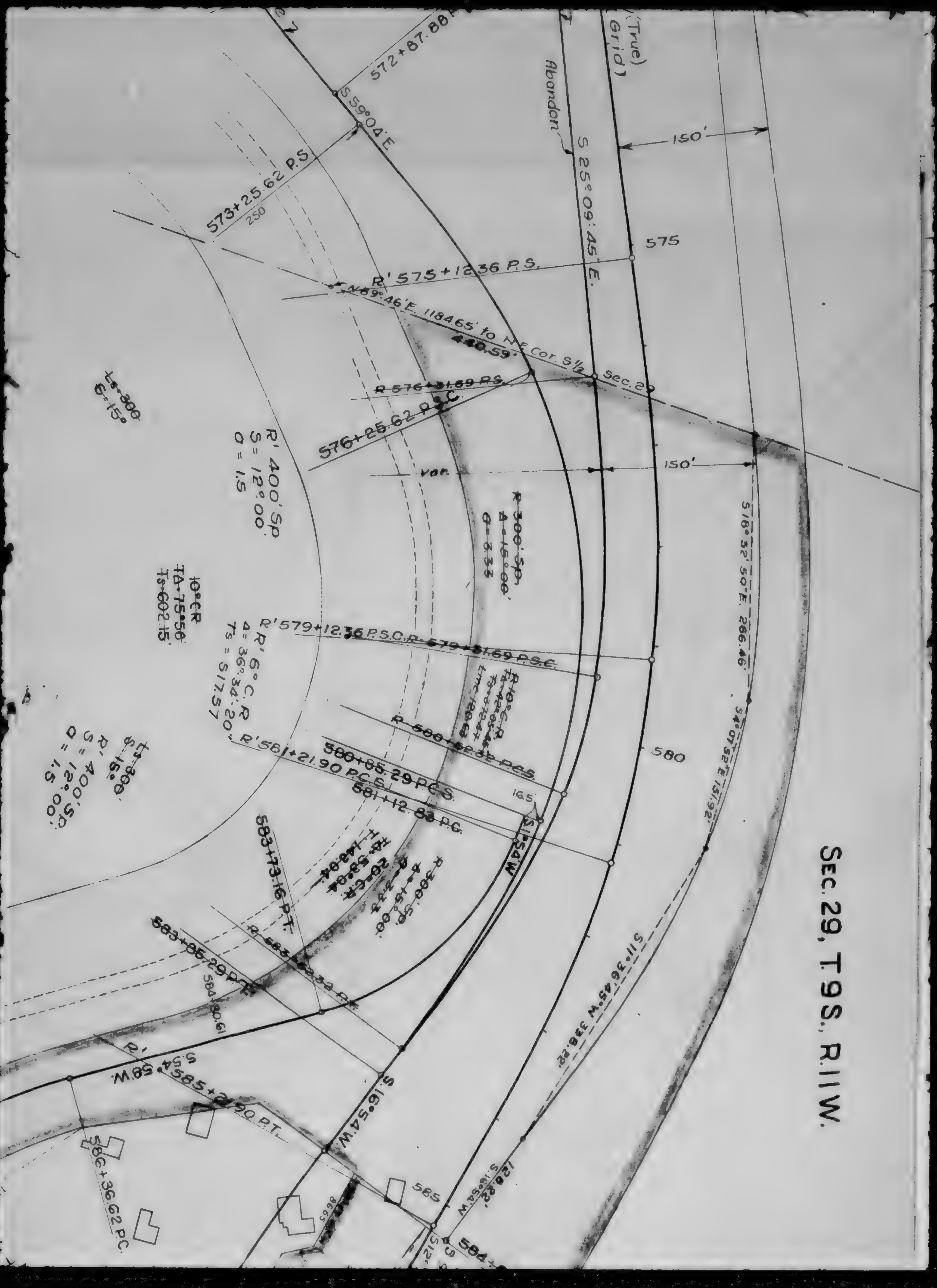
Scale: 1 inch = 100 feet

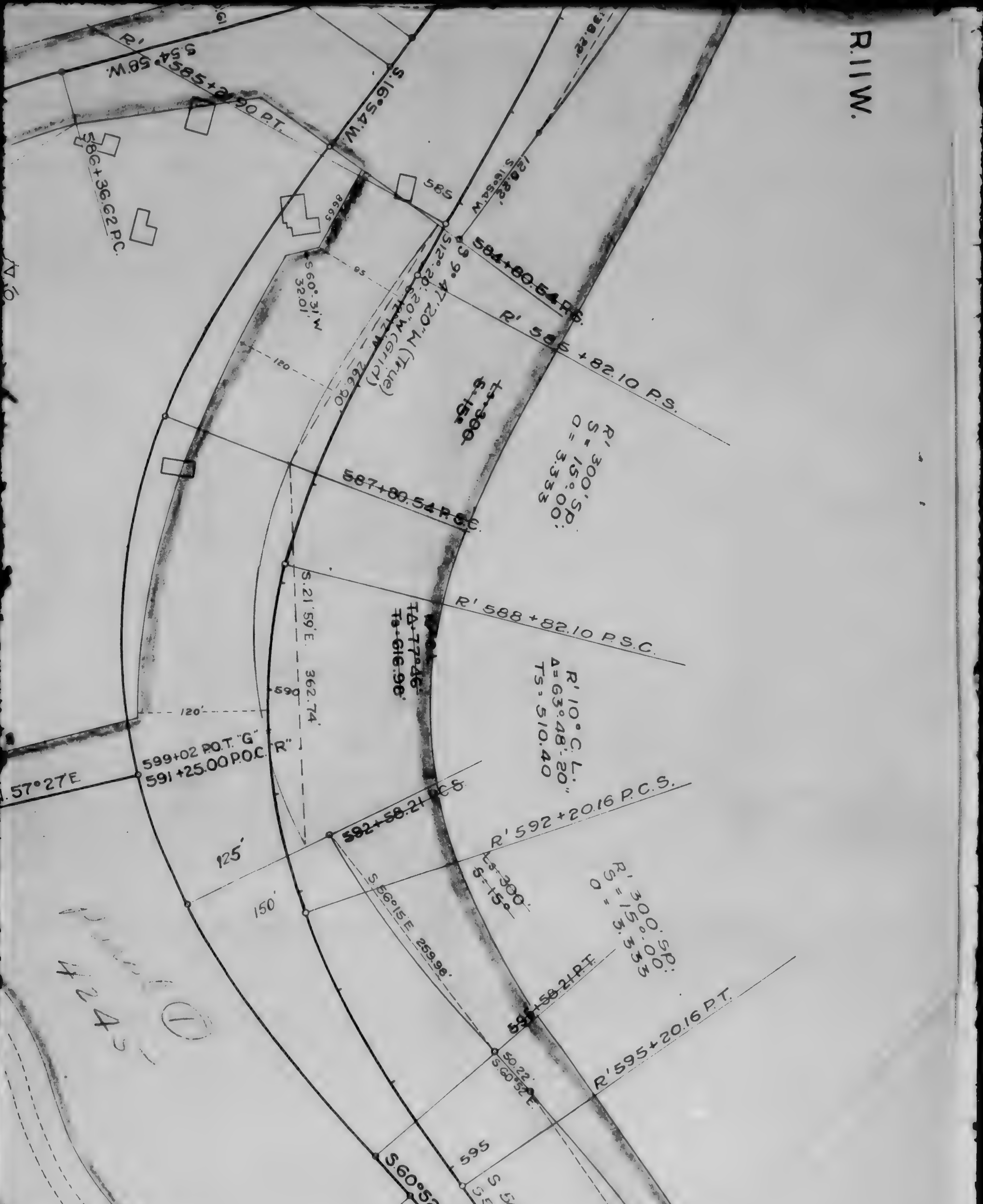
Traced by W. K. G. Sept. 1949

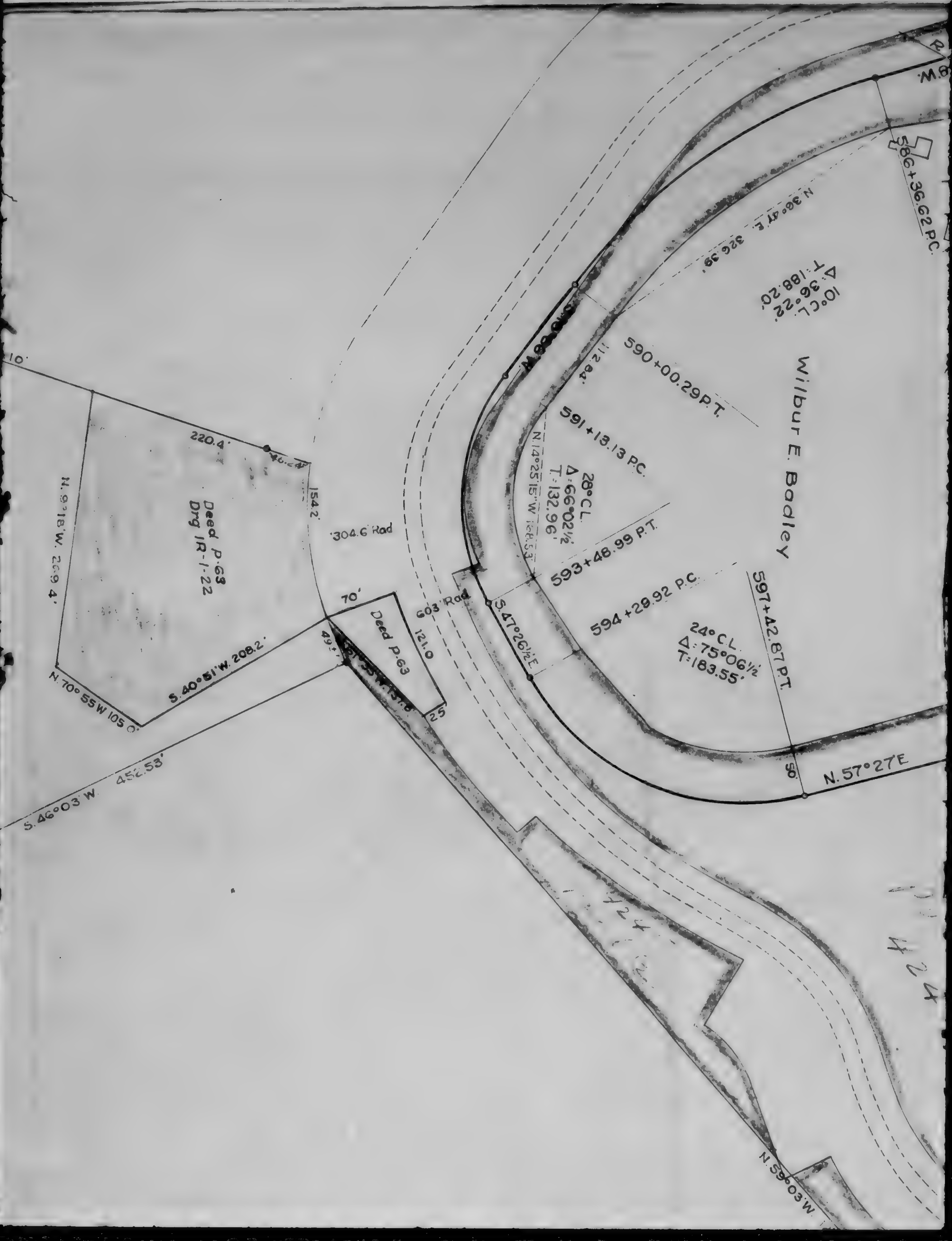
DRG. NO. 6B-35-17

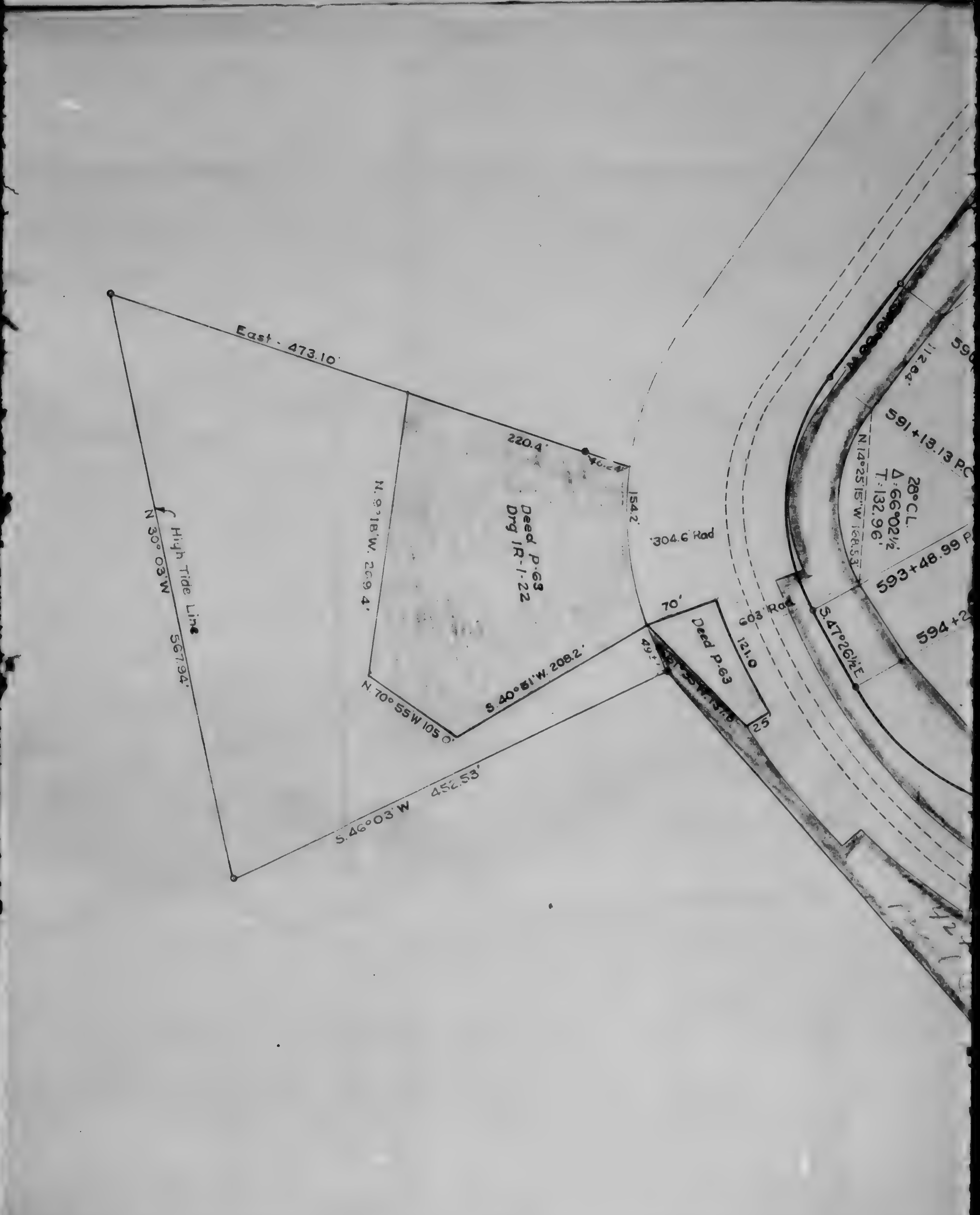

S 1°04' W.
563+46.55 P.S.
See 5B-8-3
Ls: 340
S: 17°
566+86.55 P.S.C.
10° C.L.
TΔ 60°08'
Ts: 506.06'
570
569+47.88 P.C.S
Ls: 340
S: 17°
R' Line
S 26° 47' E (True)
S 24° 14' E (Grid)
Revised 1958 Line
Abandoned Line
572+87.88 P.T.
S.59°04'
Abandon
150'

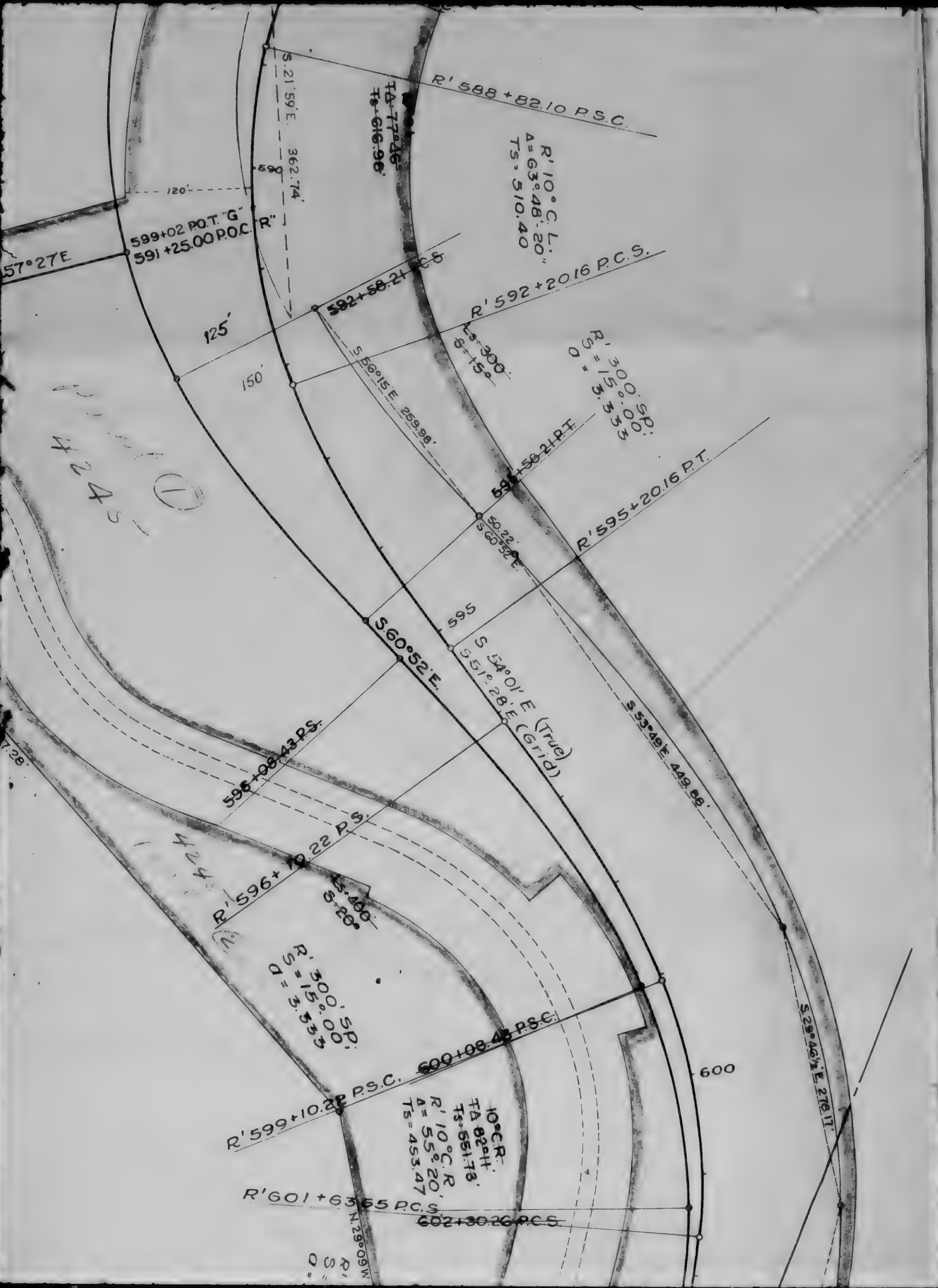

566+86.55 P.S.C.
10°C.L.
TΔ 60°08'
Ts: 506.06'
569+47.88 P.C.S
Ls: 300
S: 17°
Abandoned Line 7
572+87.88 P.T.
S.59°04'E.
573+25.62 P.S.
250
570
R' Line 7
S 26° 47' E (True)
S 24° 14' E (Grid)
Revised 1958 Line 7
Abandon
S 25° 09' 45" E.
150'
575
R' 575+12.36 P.S.
N 69° 46' E. 118.65' to N.E. Cor. S½ Sec. 29
~~440.59'~~
~~R 576+31.69 P.S.~~
~~576+25.62 P.S.C.~~
~~Ls 300~~
~~S 15°~~
R' 400' Sp
S = 12°.00'
a = 1.5
var.
150'
~~R 300' Sp.~~
~~Δ = 15°.00'~~
~~a = 3.33~~
S 18° 32' 50" E. 286.46'
10°C.R
~~TΔ 75°56'~~
~~Ts 602.15'~~
R' 579+12.36 P.S.C.
~~R 579+31.69 P.S.C.~~
R' 6° C.R
Δ = 36° 34' 20"
Ts = 517.57
~~R 10° C.R.~~
~~R 580+52.32 P.C.S.~~
S 4° 07' 52" E 151
580
~~580+85.29 P.C.S.~~
R' 581+21.90 P.C.S.
581
~~Ls 300~~
~~S 15°~~
R' 400'
S = 12°
a = 1.5

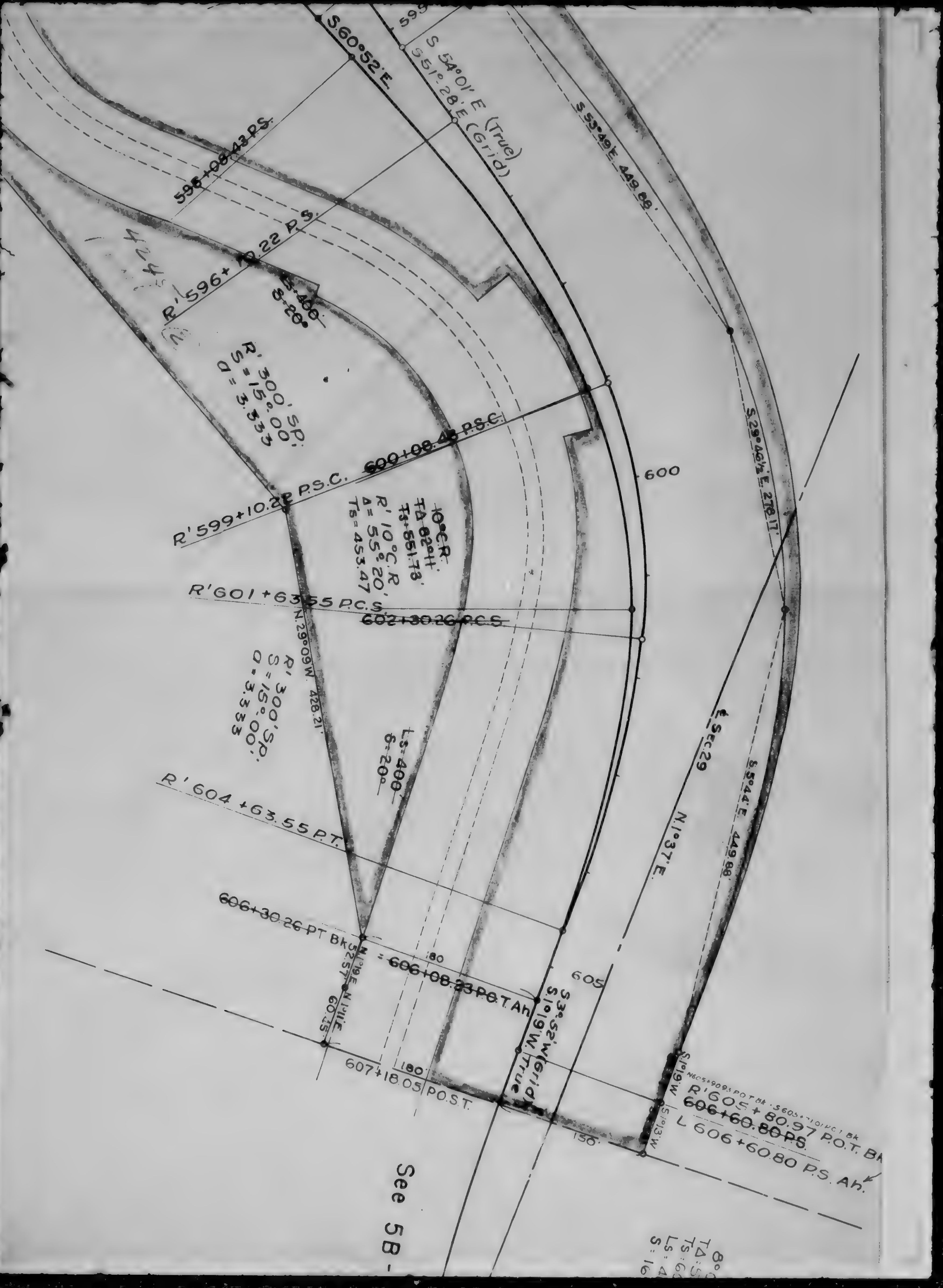
SEC. 29, T. 9 S., R. 11 W.
572+87.88
S 59°04' E
573+25.62 P.S.
250
(True)
(Grid)
Abandon
S 25°09'45" E
150'
575
R' 575+12.36 P.S.
N 69°46' E 1184.65' to N.E. Cor. S½ Sec. 29
440.59'
R 576+31.69 P.S.
576+25.62 P.S.C.
Var.
150'
~~Ls=300~~
6°15'
R' 400' S.P.
S = 12°00'
a = 1.5
R 300' S.P.
Δ = 15°00'
a = 8.33
10° C.R.
~~TA=75°56'~~
Ts=602.15'
S 18°32'50" E 266.46'
R' 579+12.36 P.S.C.
R 579+31.69 P.S.C.
R' 6° C.R.
Δ = 36°34'20"
Ts = 517.57
R 10° C.R.
R 580+52.32 P.C.S.
580
R' 581+21.90 P.C.S.
580+85.29 P.C.S.
581+12.83 P.C.
16.5
S 1°54' W
S 4°07'52" E 151.92'
Ls=300
6°15'
R' 400' S.P.
S = 12°00'
a = 1.5
583+73.16 P.T.
20° C.R.
TA 53°04'
T 148.04
R 300' S.P.
Δ = 15°00'
a = 3.33
R 583+52.32 P.T.
583+85.29 P.C.
584+80.61
S 11°36'45" W 338.22'
R' 585+21.90 P.T.
S 54°58' W
S 16°54' W
586+36.62 P.C.
585
S 16°54' W
128.82'
8665
584+
S 12°

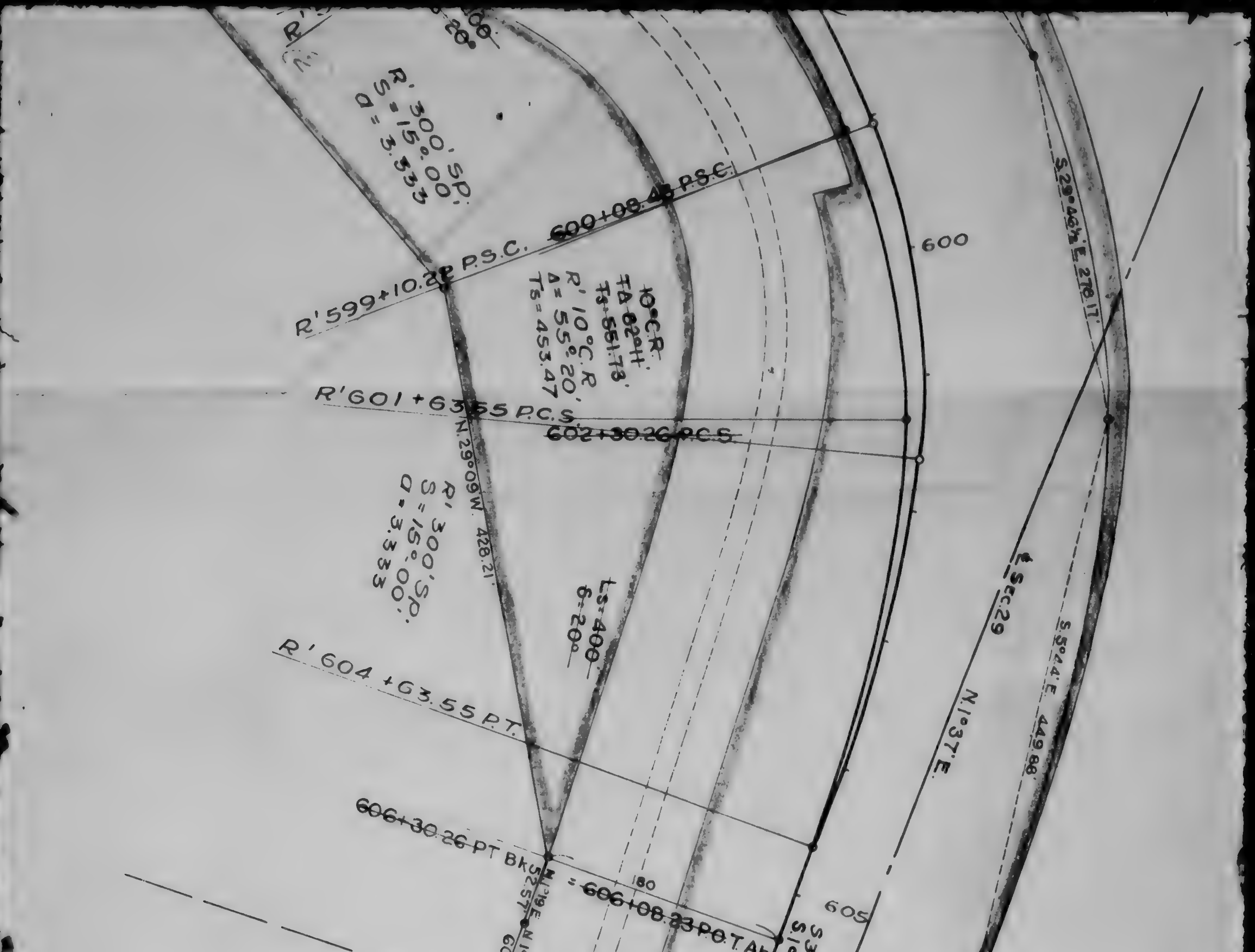

R.11W.
S.54°58'W.
585+29.90 P.T.
S.16°54'W.
586+36.62 P.C.
585
S.16°54'W. 120.89'
584+80.54 P.S.
S.60°31'W 32.01'
S.9°47'20"W.(True)
S.12°20'W.(Grid)
R' 585+82.10 P.S.
R' 300' SP.
S = 15°00'
O = 3.330
587+80.54 P.S.C.
120
R' 588+82.10 P.S.C.
S.21°59'E. 362.74'
R' 10° C.L.
Δ=63°48'20"
Ts=510.40
590
120'
599+02 P.O.T. "G"
591+25.00 P.O.C. "R"
57°27'E
R' 592+20.16 P.C.S.
125'
150'
Ls=300'
S=15°
S.56°15'E. 259.98'
R' 300' SP.
S = 15°00'
O = 3.333
R'595+20.16 P.T.
50.22'
S.60°52'E.
595
S.60°52'E.
S.54°01'E.(True)
S.51°28'E.(Grid)
S.53°49'E.
+06.43 P.S.
424

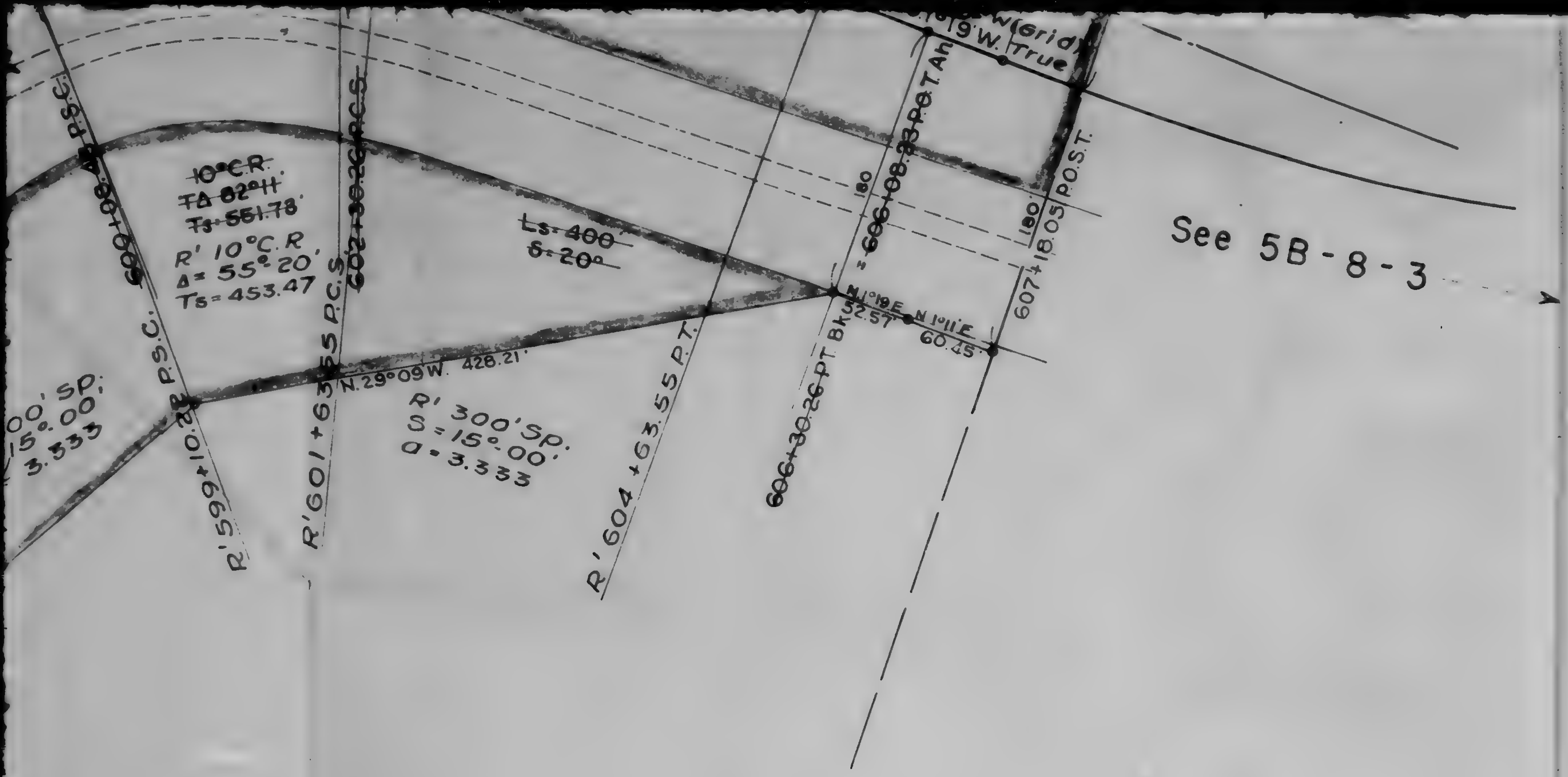

10'
220.4'
46.24'
154.2'
N.9°18'W. 209.4'
Deed P-63
Drg 1R-1-22
304.6' Rad
70'
Deed P.63
121.0
603' Rad
49'±
25
S.40°51'W. 208.2'
N.70°55'W 105.0'
S.46°03'W. 452.53'
N.59°03'W.
Wilbur E. Badley
586+36.62 P.C.
N.30°47'E. 326.39'
10°C.L.
Δ:36°22'
T:188.20'
590+00.29 P.T.
112.84'
591+13.13 P.C.
28°C.L.
Δ:66°02½'
T:132.96'
N.14°25'15"W 128.53'
593+48.99 P.T.
594+29.92 P.C.
S.47°26½'E.
24°C.L.
Δ:75°06½'
T:183.55'
597+42.87 P.T.
50'
N.57°27'E
424


East - 473.10'
220.4'
46.24'
154.2'
N. 9°18'W. 269.4'
Deed P.63
Drg 1R-1-22
N 30°03'W
High Tide Line
567.94'
304.6' Rad
70'
49±'
Deed P.63
121.0
25
603' Rad
N. 70°55'W 105.0'
S. 40°51'W. 208.2'
S. 46°03'W 452.53'
590
112.84'
591+13.13 P.C.
28°C.L.
Δ:66°02½'
T:132.96'
N. 14°25'15"W 168.53'
593+48.99 P.
S.47°26½'E
594+2


R' 588 + 82.10 P.S.C.
S.21°59'E. 362.74'
~~TA 77°46'~~
~~Ts 616.96'~~
R' 10° C.L.
Δ = 63°48' 20"
Ts = 510.40
590
120'
599+02 P.O.T. "G"
591 +25.00 P.O.C. "R"
57°27'E
~~592+58.21 P.C.S.~~
R' 592 + 20.16 P.C.S.
125'
150'
~~Ls 300'~~
~~S 15°~~
R' 300' SP.
S = 15°.00
a = 3.333
S 56°15'E. 259.98'
~~593+58.21 P.T.~~
R' 595 + 20.16 P.T.
50.22'
S.60°52'E.
595
S.60°52'E.
S 54°01'E (True)
S 51°28'E (Grid)
S 53°49'E. 449.88'
~~596+08.43 P.S.~~
R' 596 + 70.22 P.S.
~~Ls 400'~~
~~S 20°~~
424
424
1
2
R' 300' SP.
S = 15°.00
a = 3.333
~~600+08.43 P.S.C.~~
R' 599 + 10.22 P.S.C.
600
~~10°C.R.~~
~~TA 82°11'~~
~~Ts 551.78'~~
R' 10°C.R.
Δ = 55°20'
Ts = 453.47
S 29°46½'E. 276.17'
R' 601 + 63.55 P.C.S.
~~602+30.26 P.C.S.~~
N.29°09'W
R'
S =
a =
7.28'


S.60°52'E.
595
S 54°01' E (True)
S 51°28' E (Grid)
S 53°49'E. 449.88'
~~596+08.43 P.S.~~
R' 596+10.22 P.S.
424
Ls=400'
θ=20°
R' 300' SP.
S=15°00'
a=3.333
~~600+08.43 P.S.C.~~
R' 599+10.22 P.S.C.
~~10°C.R.~~
~~TΔ 82°11'~~
~~Ts=551.73'~~
R' 10°C.R.
Δ=55°20'
Ts=453.47
600
S.29°46½'E. 278.17'
R'601+63.55 P.C.S.
~~602+30.26 P.C.S.~~
N.29°09'W. 428.21'
R' 300' S.P.
S=15°00'
a=3.333
Ls=400'
θ=20°
℄ SEC.29
S.5°44'E. 449.88'
N.1°37'E.
R'604+63.55 P.T.
~~606+30.26~~ PT Bk.
N.1°19'E
52.57
N.1°11'E
60.15
= ~~606+08.23~~ P.O.T. Ah.
180
605
S.1°19'W. (True)
S.3°52'W. (Grid)
607+18.05 P.O.S.T.
180'
150'
S.1°19'W.
S.1°13'W.
N605+90.93 P.O.T. Bk. S605+71.01 P.C.T. Bk.
R'605+80.97 P.O.T. Bk
~~606+60.80 P.S.~~
L 606+60.80 P.S. Ah.
See 5B-
8°
TΔ:5
Ts:6
Ls:4
S:16


R' 300' S.P.
S = 15°.00'
a = 3.333
~~600+08.45 P.S.C.~~
R'599+10.22 P.S.C.
~~10°C.R.~~
~~T.A 82°11'~~
~~Ts 551.78~~
R' 10°C.R.
Δ = 55°20'
Ts = 453.47
600
S.29°44'½ E. 278.17
R'601+63.55 P.C.S.
~~602+30.26 P.C.S.~~
N.29°09'W. 428.21
R' 300' S.P.
S = 15°.00'
a = 3.333
Ls = 400
θ = 20°
℄ Sec.29
S.5°44'E. 449.86
N.1°37'E.
R'604+63.55 P.T.
~~606+30.26~~ P.T. Bk.
52.57
N.1°19'E.
180
= ~~606+08.23 P.O.T.~~ Ah.
605
S.3°52'W. (Grid)
S.1°19'W. True
60.15
N.1°11'E.
607+18.05 P.O.S.T.
180
150
S.1°19'W.
S.1°13'W.
N605+90.93 P.O.T. Bk. · S605+71.01 P.O.T. Bk.
R'605+80.97 P.O.T. B
~~606+60.80 P.S.~~
L 606+60.80 P.S. Ah.
See 5B-8-3
8°C.L.
T.Δ: 58°41'
Ts: 607.31
Ls: 400
S: 16°


600+08.45 P.S.C.
10°C.R.
TΔ 82°11'
Ts 551.78
R' 10°C.R.
Δ = 55°20'
Ts = 453.47
R'599+10.22 P.S.C.
R'601+63.55 P.C.S.
602+30.26 P.C.S.
N. 29°09'W. 428.21'
00' SP.
15°.00'
3.333
R' 300' SP.
S = 15°.00'
a = 3.333
Ls 400'
S 20°
R'604+63.55 P.T.
606+30.26 P.T. Bk.
N.1°19'E 52.57'
N.1°11'E 60.45'
= 606+08.83 P.O.T. Ah.
180
180
607+18.05 P.O.S.T.
19'W. (Grid)
W. True
See 5B-8-3

OTTER CREST SECTIO

DRG. NO. 6B-35-17

OREGON STATE HIGHWAY DEPARTMENT

Relocated Line

SILETZ RIVER - NEWPORT SECTION

ROCKY CREEK to COAL CREEK

OREGON COAST HIGHWAY

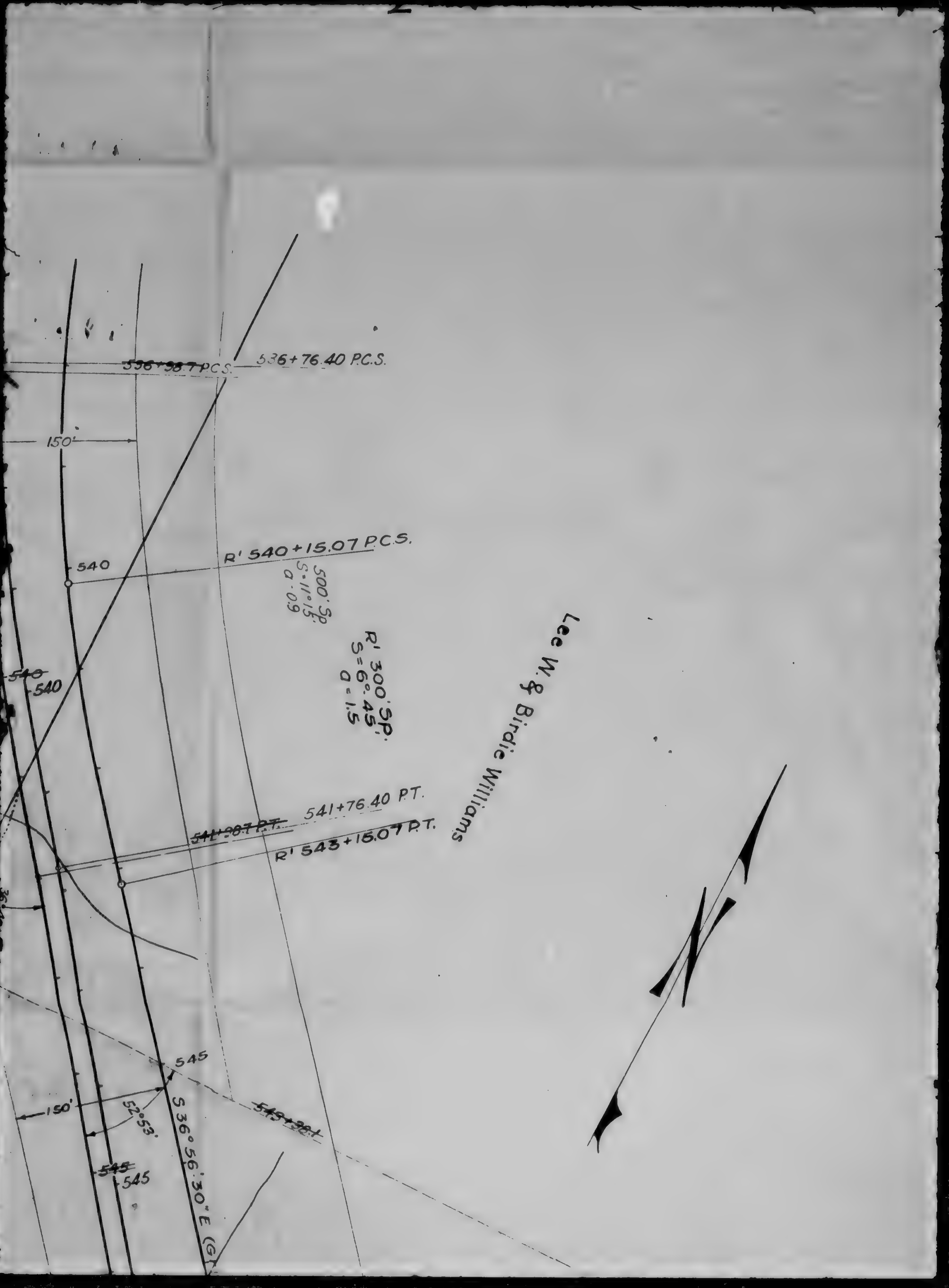
LINCOLN COUNTY

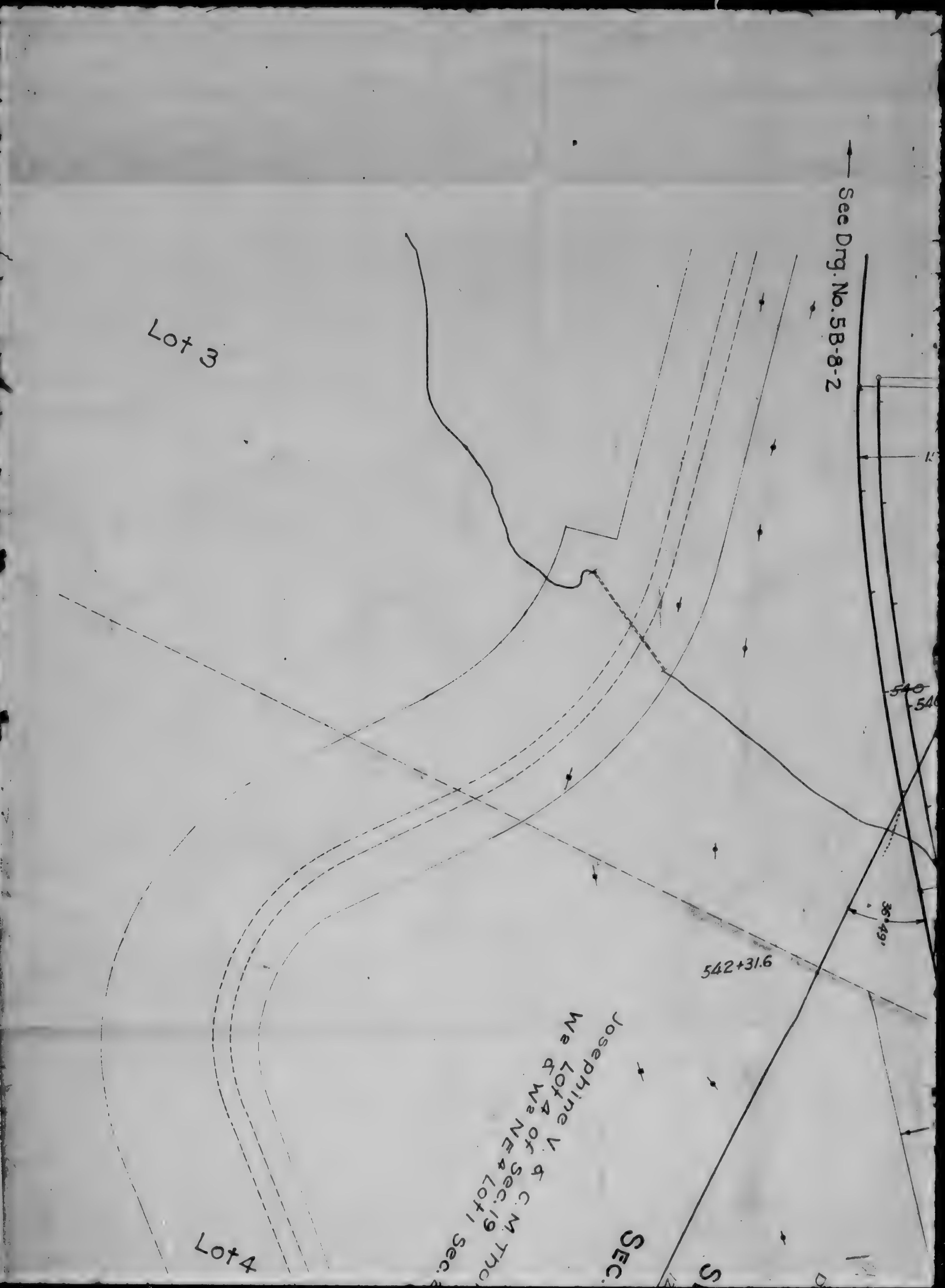
Scale 1"=100'   December, 1936.

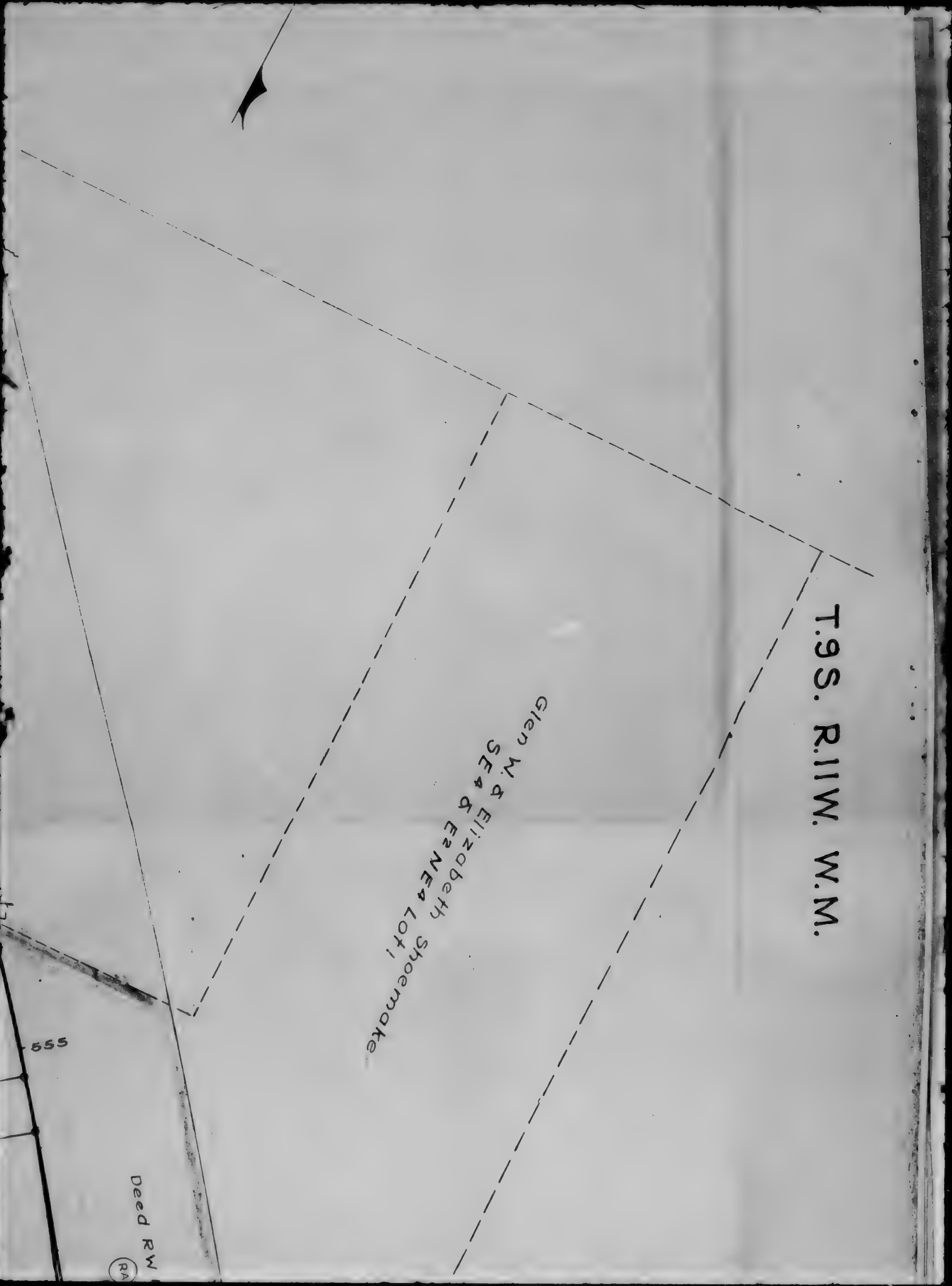
DRG. No. 5B-8-3

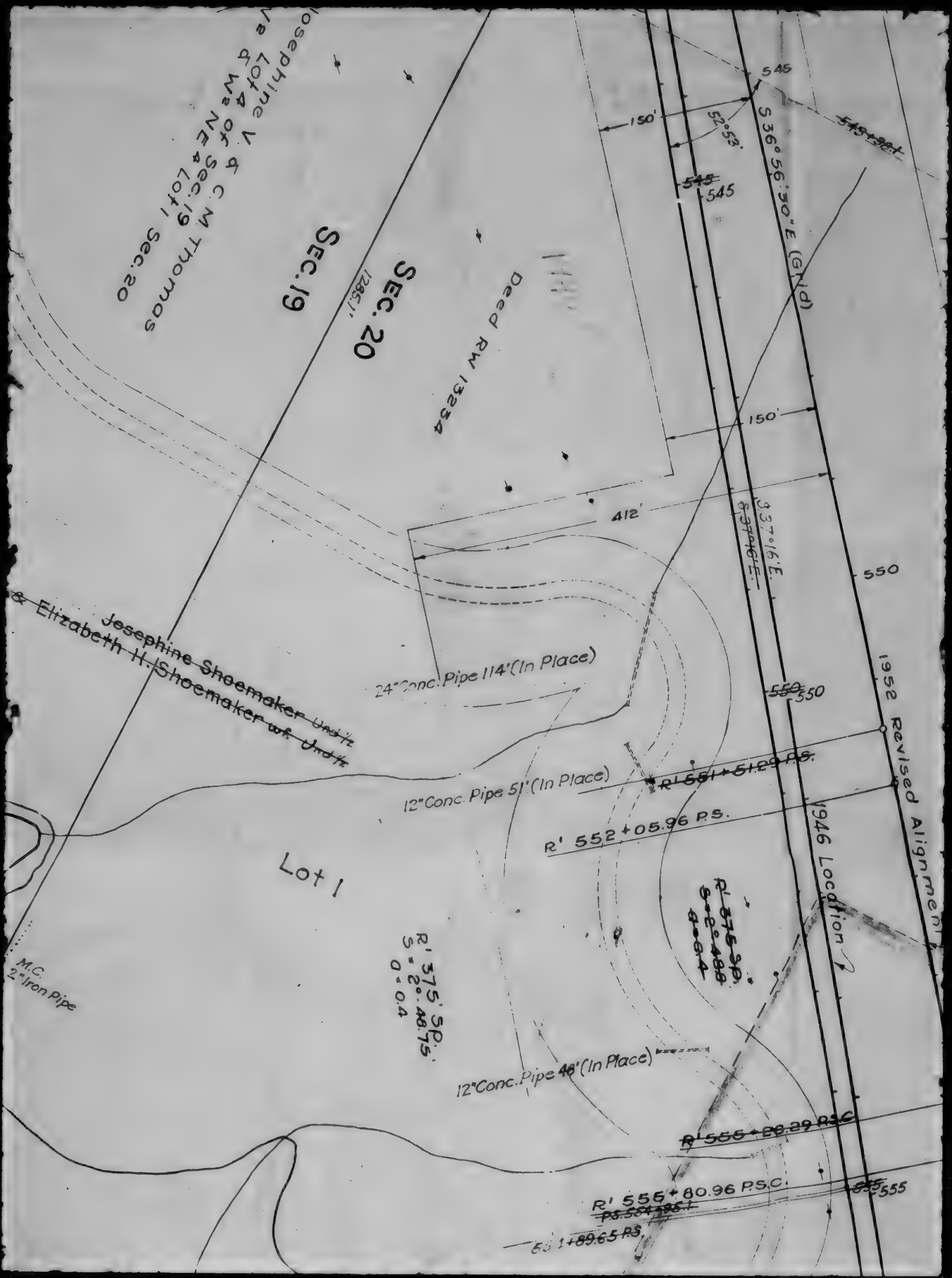
536+76.40 P.C.S.
~~536+98.7~~ P.C.S.

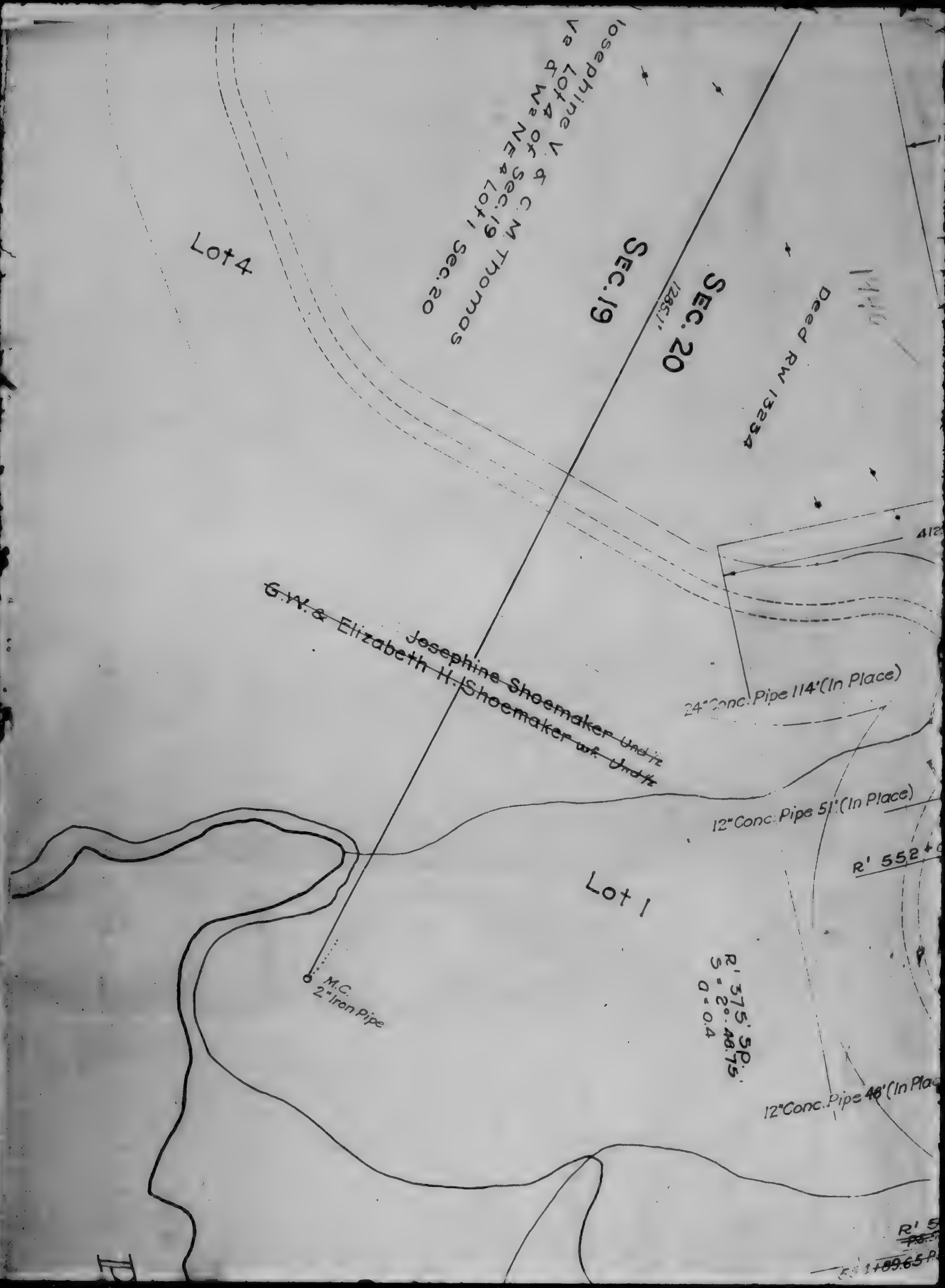
← See Drg. No. 5B-8-2

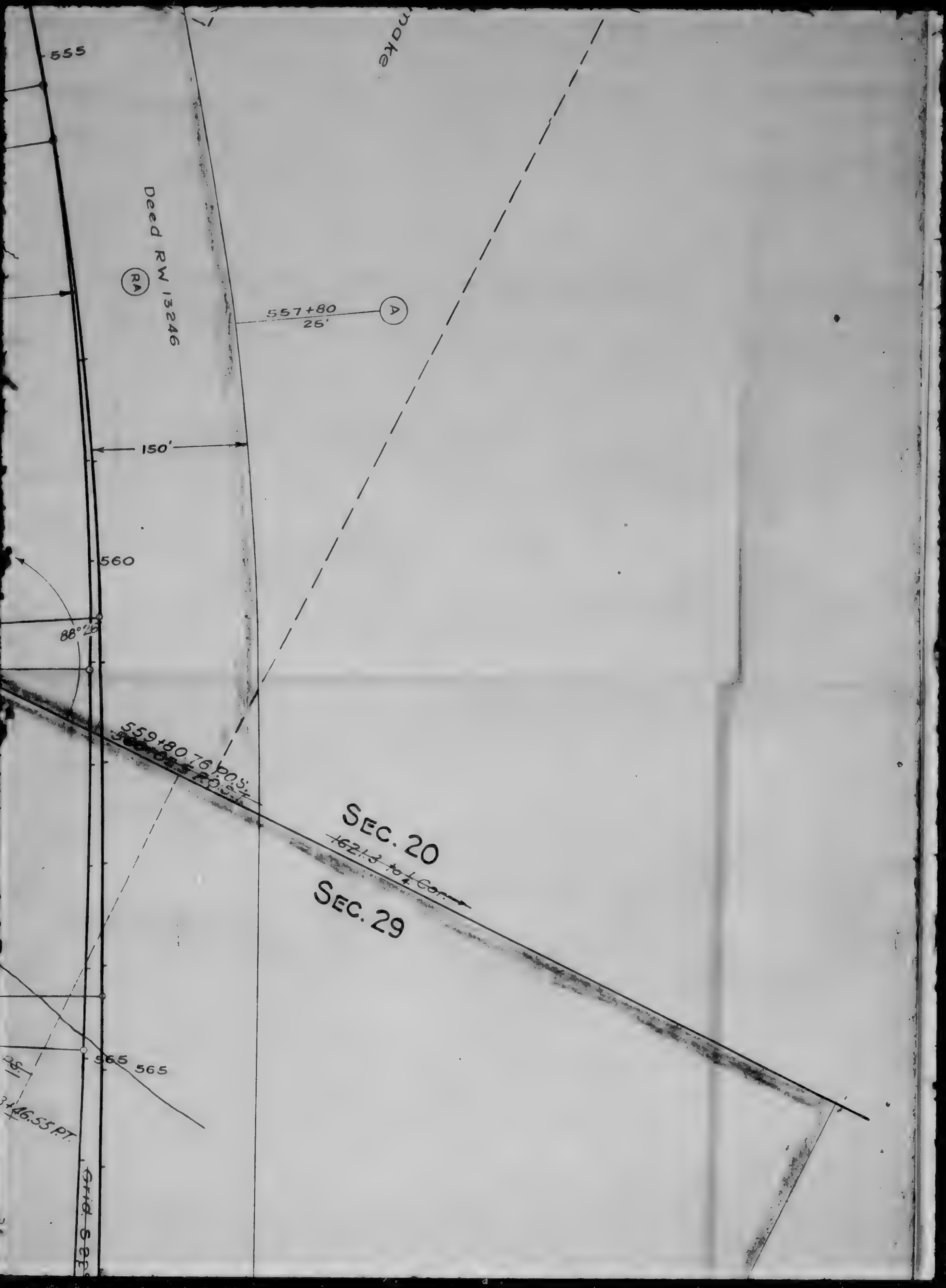

~~536+98.7 P.C.S.~~
536+76.40 P.C.S.
150'
R' 540+15.07 P.C.S.
540
500' S.P.
S=11°15'
a=0.9
R' 300' S.P.
S=6°45'
a=1.5
Lee W. & Birdie Williams
~~540~~
540
541+76.40 P.T.
~~541+98.7 P.T.~~
R' 543+15.07 P.T.
N
545
150'
52°53'
S 36°56'30"E (G)
~~545+98.7~~
~~545~~
545

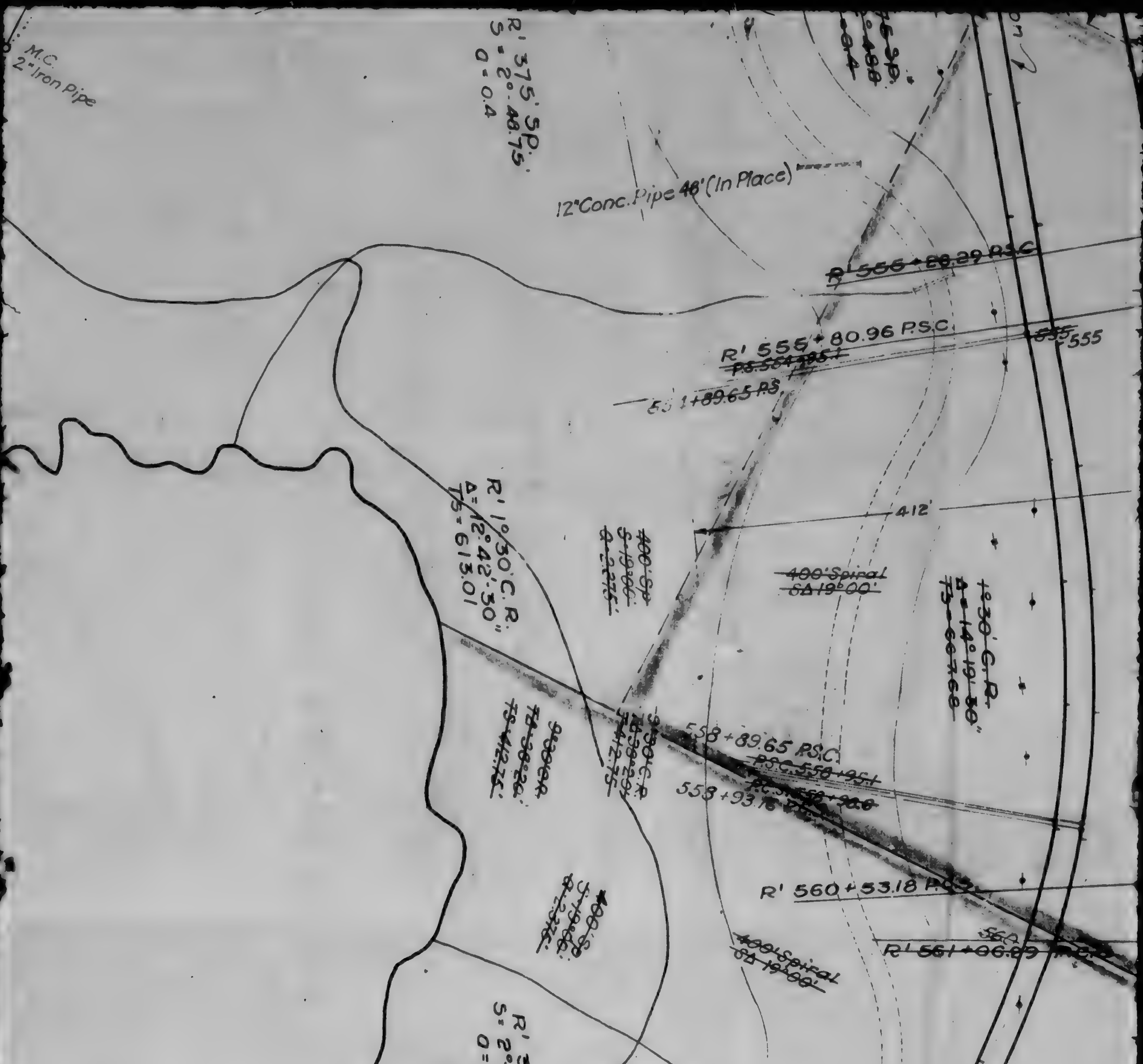

See Drg. No. 5B-8-2
Lot 3
540
540
36°49'
542+31.6
Josephine V. & C. M. Tho
W½ Lot 4 of Sec. 19
& W½ NE¼ Lot 1 Sec.
Lot 4
SEC.
S

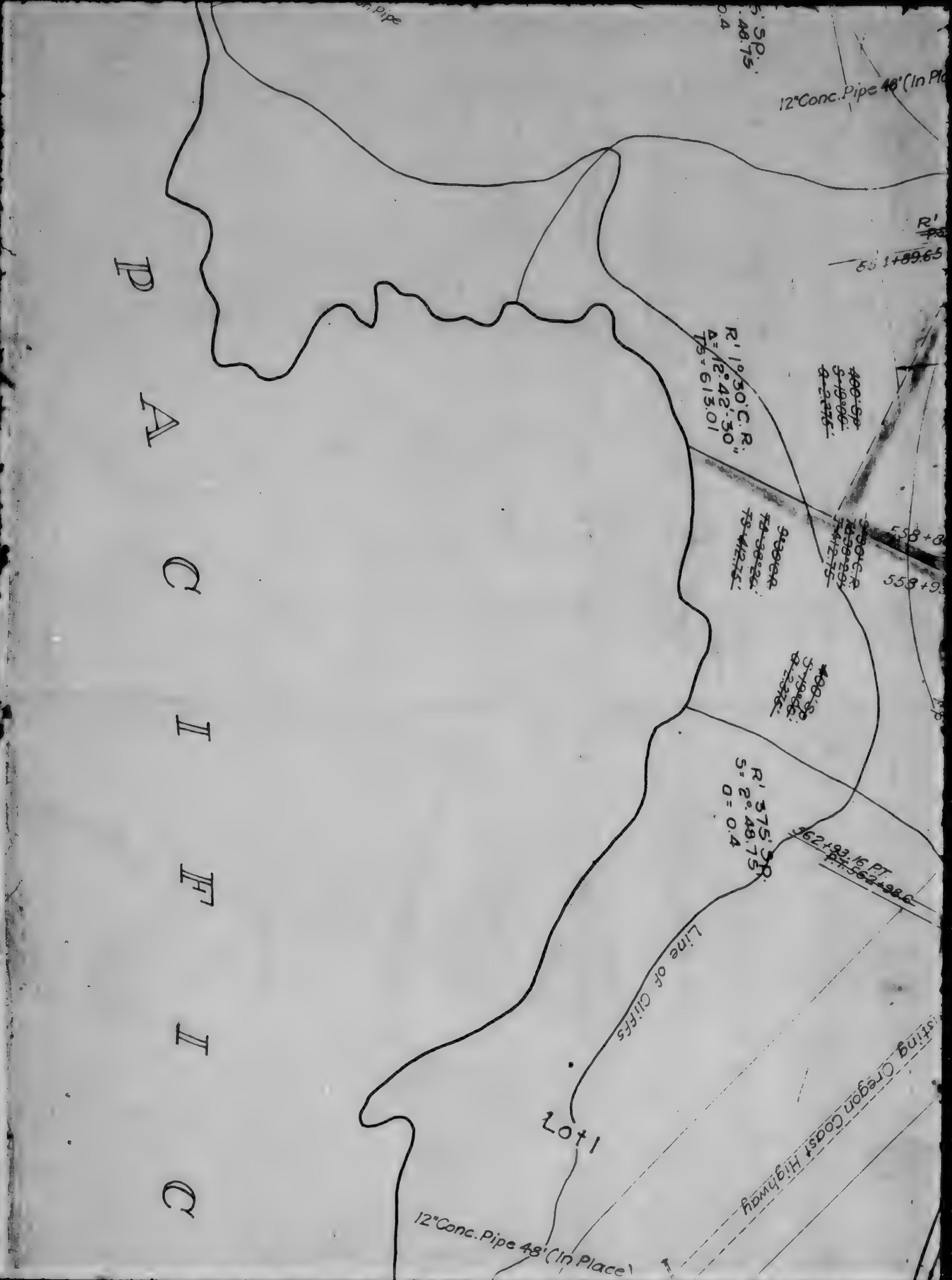

T.9S. R.11W. W.M.
Glen W. & Elizabeth Shoemake
SE¼ & E½NE¼ Lot 1
555
Deed RW
RA

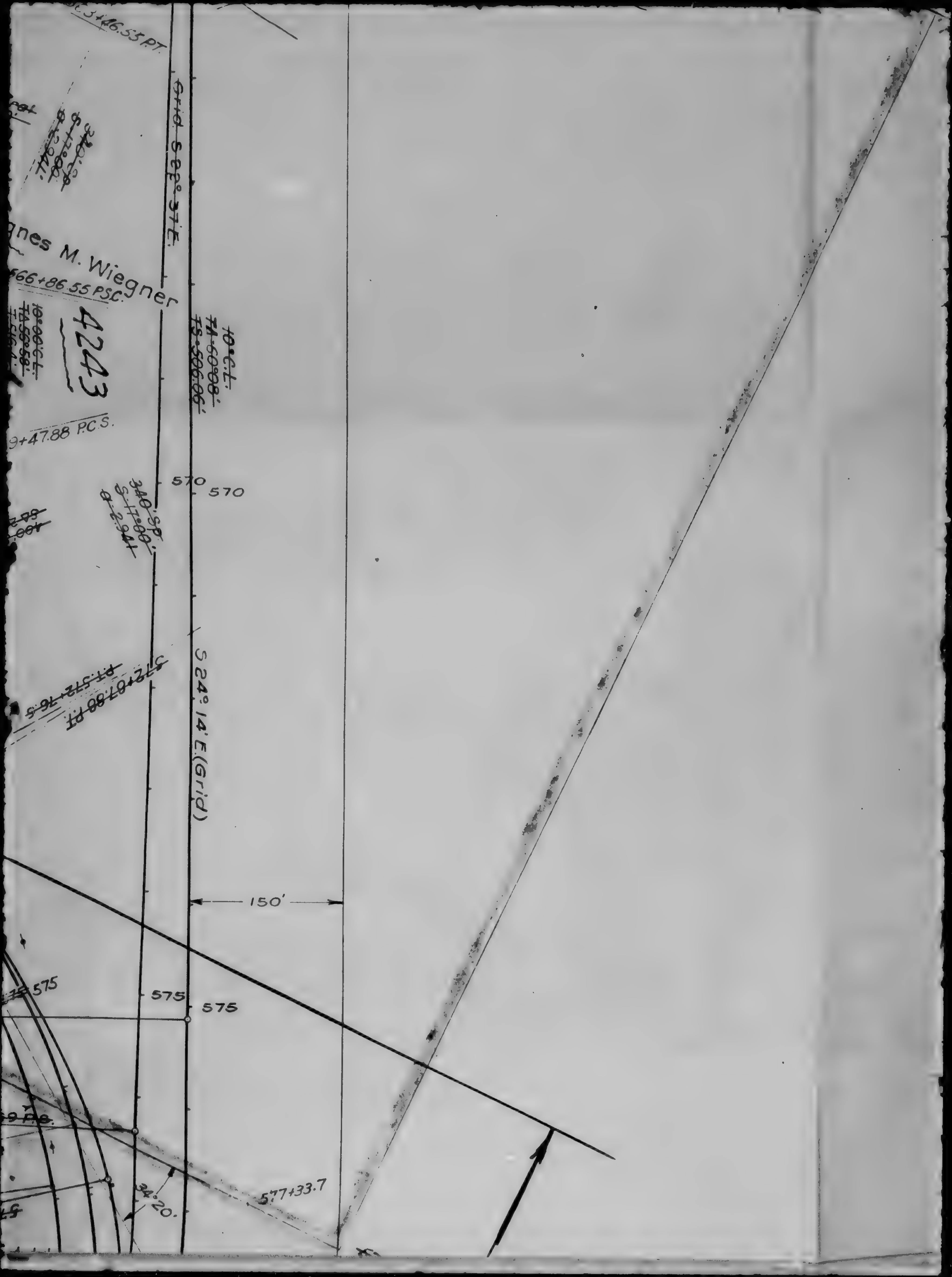

Josephine V. & C.M. Thomas
N½ Lot 4 of Sec. 19
& W½ NE¼ Lot 1 Sec. 20
SEC. 19
SEC. 20
1285.1'
Deed RW 13234
545
150'
52°53'
S 36°56'30"E (Grid)
~~545+39±~~
~~545~~ 545
150'
412'
S 37°16'E.
~~S 37°16'E.~~
550
~~550~~ 550
1952 Revised Alignment
1946 Location
~~Josephine Shoemaker Und ½~~
~~& Elizabeth H. Shoemaker wf. Und ½~~
24" Conc. Pipe 114' (In Place)
12" Conc. Pipe 51' (In Place)
~~R' 551+51.29 P.S.~~
R' 552+05.96 P.S.
Lot 1
R' 375' SP.
S = 2°48.75'
Δ = 0.4
~~R' 375 SP.~~
~~S = 2°48.8~~
~~Δ = 9.4~~
M.C.
2" Iron Pipe
12" Conc. Pipe 48' (In Place)
~~R' 556+26.29 P.S.C.~~
R' 556+80.96 P.S.C.
~~P.S. 554+95.1~~
~~55 1+89.65 P.S.~~
~~555~~ 555

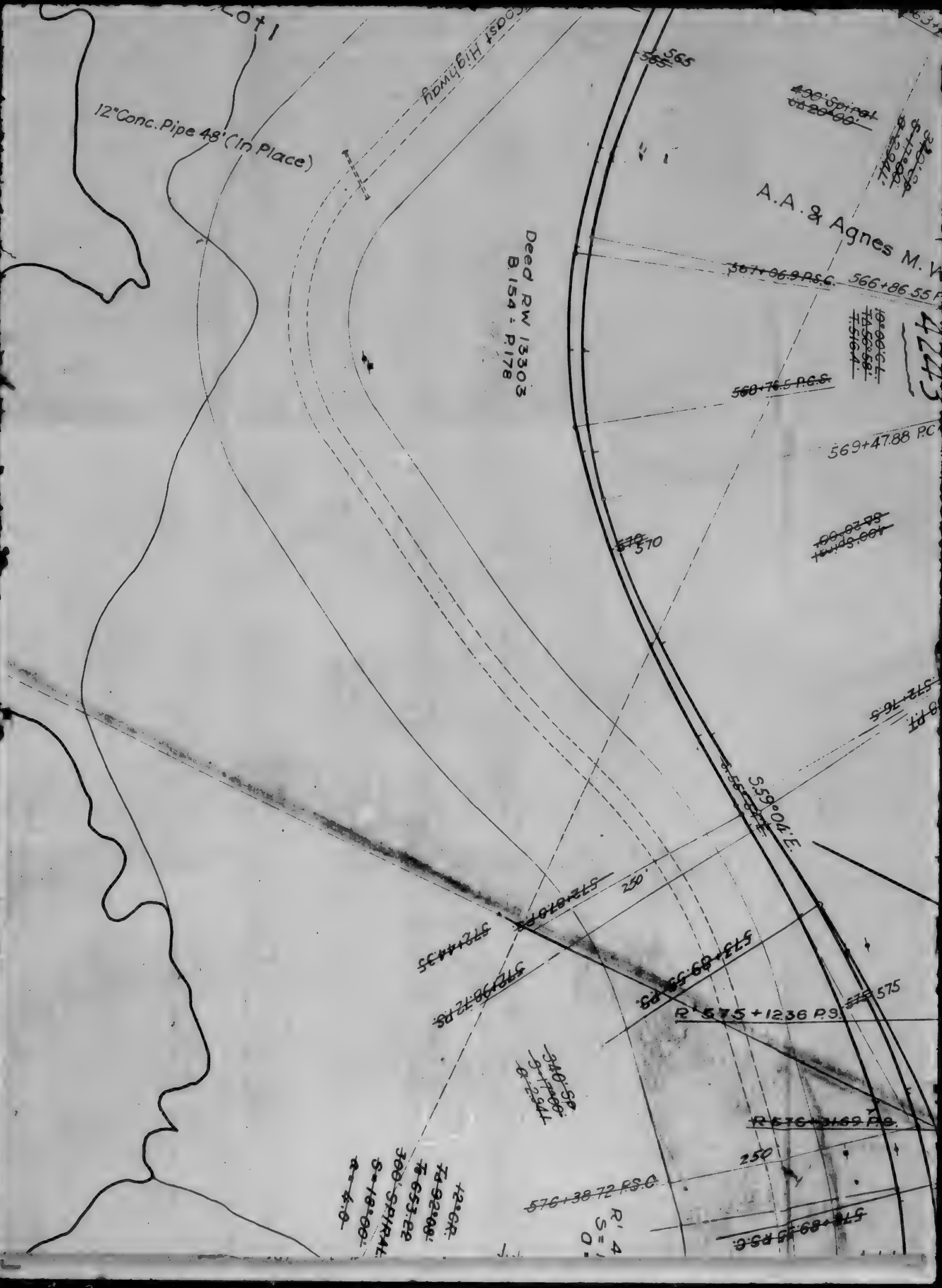

Josephine V. & C.M. Thomas
Lot 4 of Sec. 19
& W½ NE¼ Lot 1 Sec. 20
Lot 4
SEC. 20
SEC. 19
1285.1'
Deed RW 13234
412
~~Josephine Shoemaker Und ½~~
~~G.W. & Elizabeth H. Shoemaker wf. Und ½~~
24" Conc. Pipe 114' (In Place)
12" Conc. Pipe 51' (In Place)
R' 552+
Lot 1
R' 375' S.P.
S = 2° 48.75
a = 0.4
M.C.
2" Iron Pipe
12" Conc. Pipe 48' (In Plac
R' 5
P.S.
55 1+89.65 P

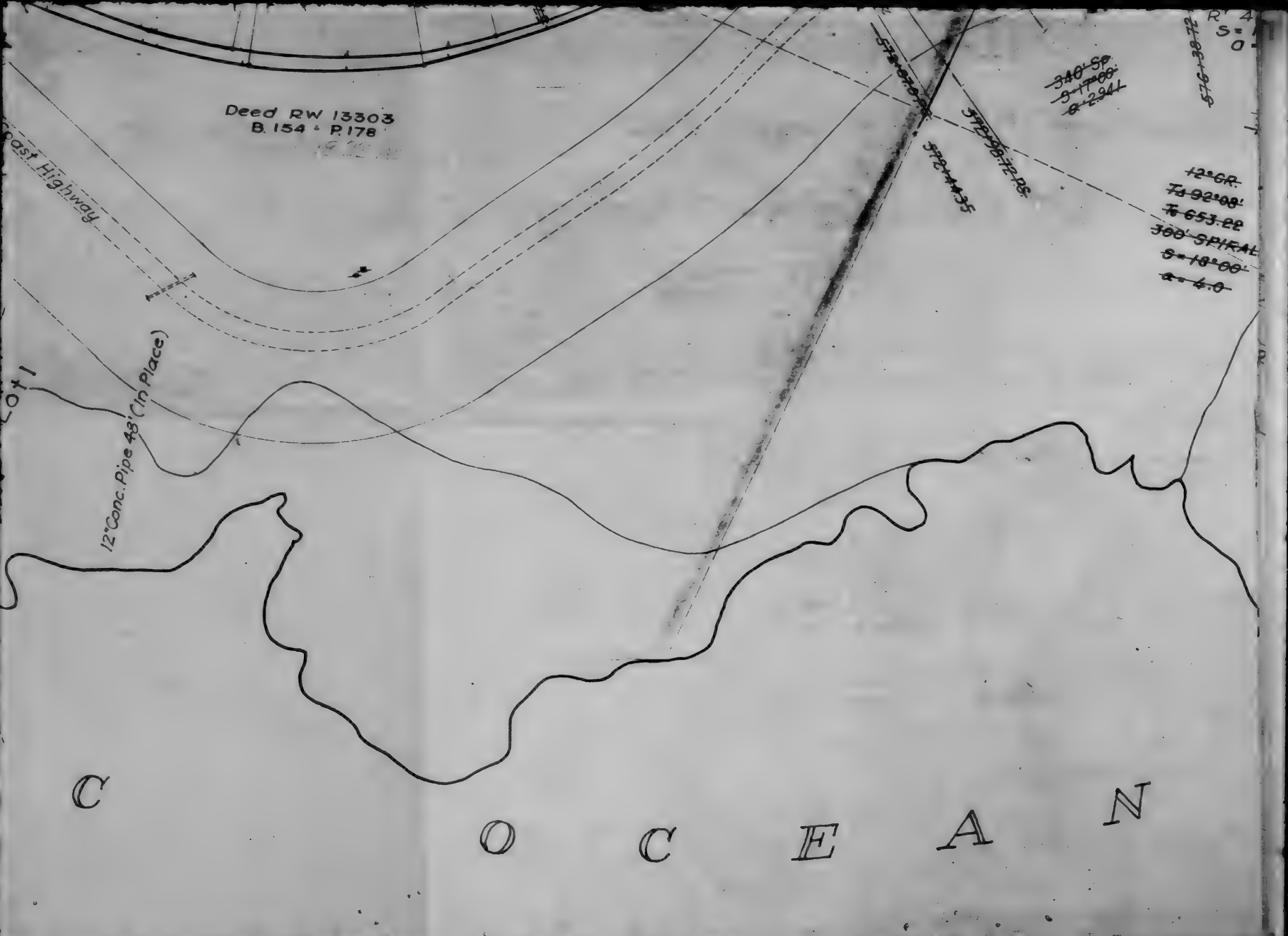

nake
555
Deed RW 13246
RA
557+80
25'
A
150'
560
88°26'
559+80.76 P.O.S.T.
560+05.5 P.O.S.T.
Sec. 20
1621.3 to ¼ Cor.
Sec. 29
565
565
28'
3+46.55 P.T.
Grid Sec

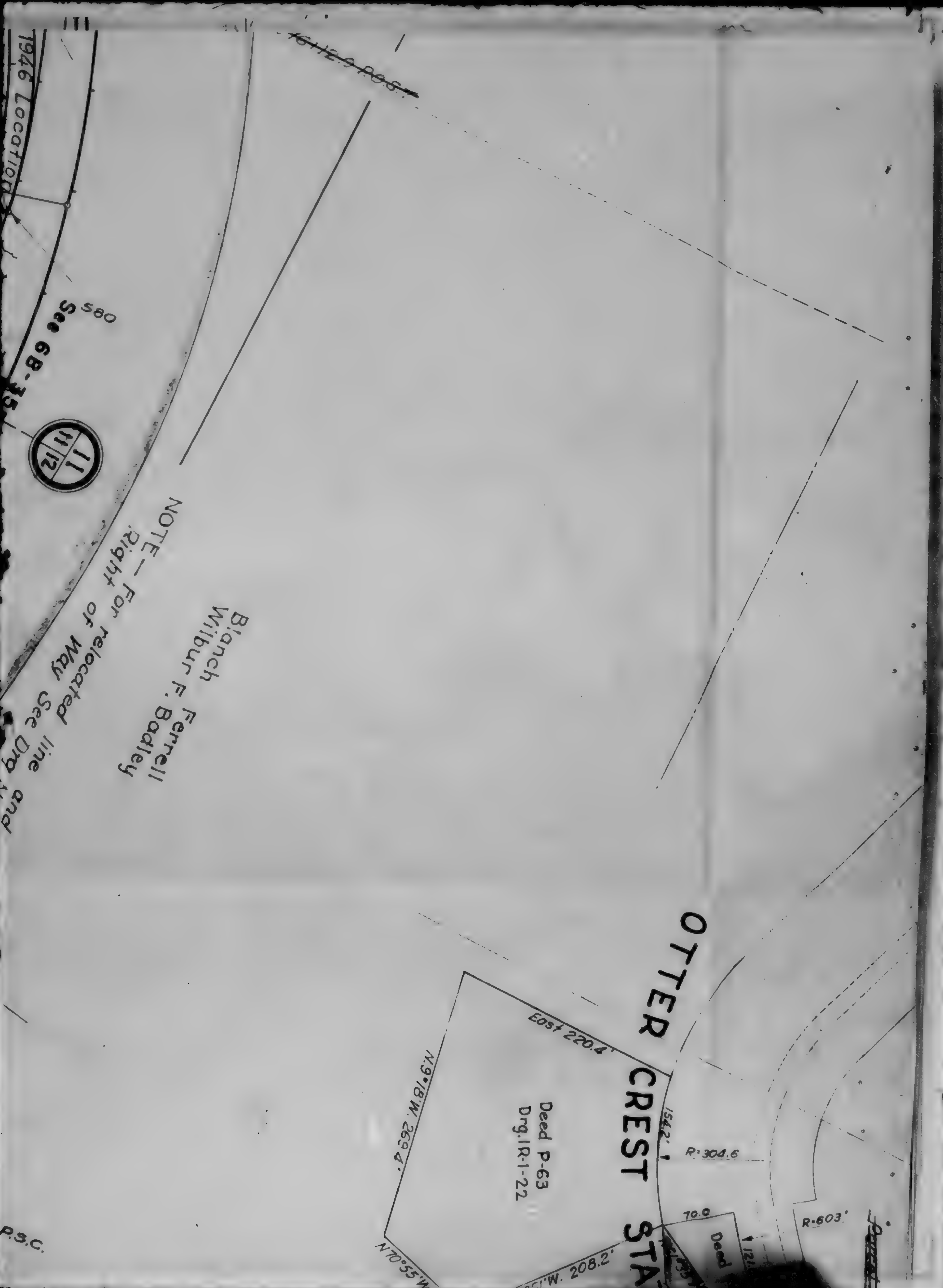

M.C.
2" Iron Pipe
R' 375' SP.
S = 2° 48.75
a = 0.4
12" Conc. Pipe 46' (In Place)
R' 556 + 80.29 P.S.C.
R' 555 + 80.96 P.S.C.
~~P.S. 554 + 95.1~~
555
553 + 89.65 P.S.
412'
~~400' Spiral~~
~~SΔ 19° 00'~~
~~1° 30' C.R.~~
~~Δ = 14° 19' 30"~~
~~T.S. = 667.68~~
R' 1° 30' C. R.
Δ = 12° 42' 30"
T.S. = 613.01
~~400' Sp.~~
~~S = 19° 00'~~
~~a = 2.75'~~
558 + 89.65 P.S.C.
~~P.S.C. 558 + 95.1~~
553 + 93.16 P.C.
R' 560 + 53.18 P.C.
R' 561 + 06.29 P.C.
560
~~400' Spiral~~
~~SΔ 19° 00'~~
~~400' Sp.~~
~~S = 19° 00'~~
~~a = 2.75'~~
R' 375' SP.
S = 2° 48.75
a = 0.4
562 + 93.16 P.T.
~~P.T. 562 + 98.6~~
~~375' Sp.~~
~~S = 2° 48.8~~
~~a = 0.4~~
R' 564 + 28.18 P.T.
~~R' 564 + 81.29 P.T.~~
~~R' 564 + 93.19 P.O.T. Ah.~~
563 +
565
Line of Cliffs
Existing Oregon Coast Highway
Lot 1

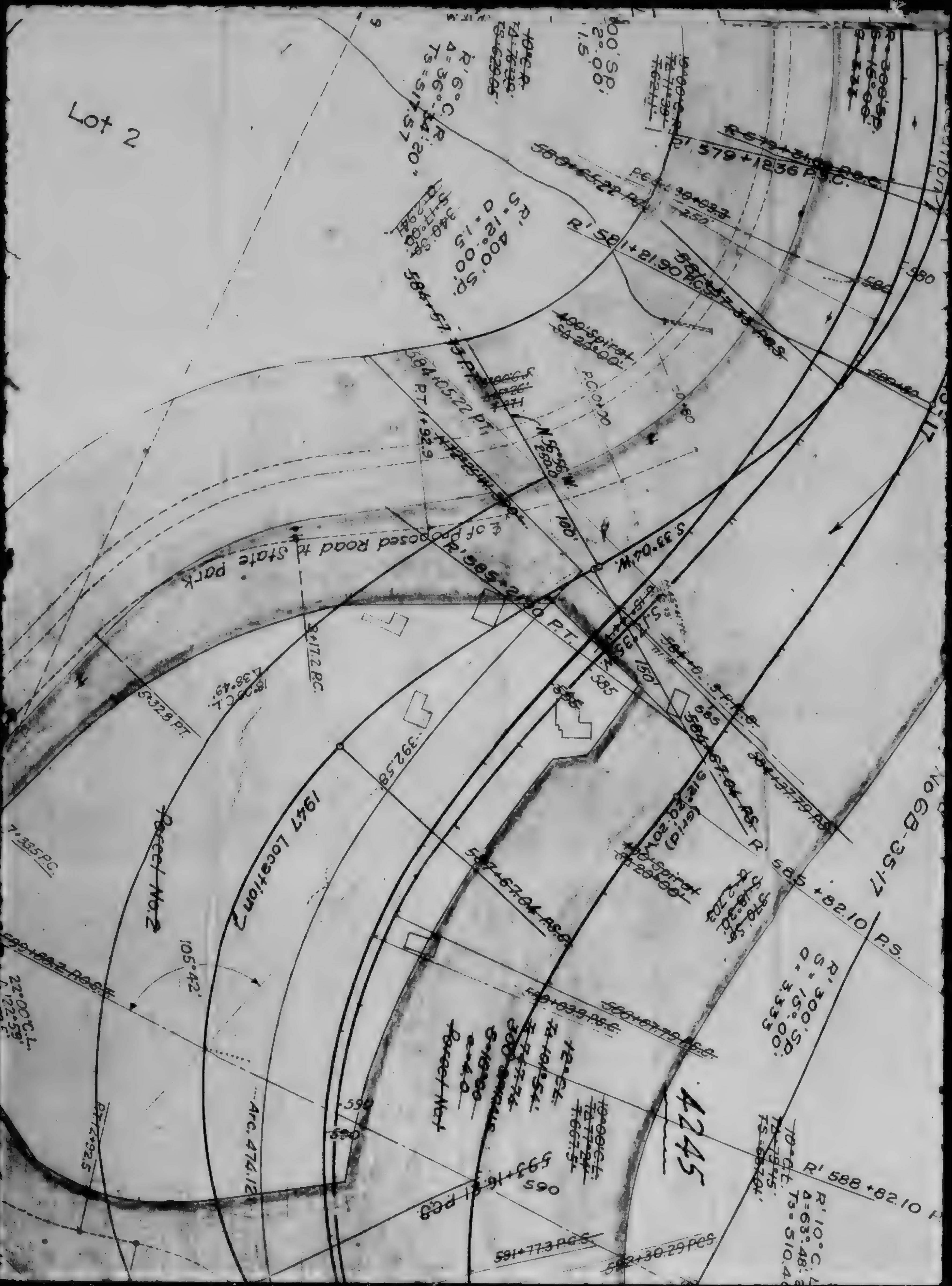

on Pipe
5' S.P.
48.75
0.4
12"Conc. Pipe 48'(In Pl
R'
55 1+89.65
R' 1°30' C.R.
Δ= 12°42'30"
T's 613.01
~~400' S.P.~~
558+8
558+9
~~400' S.P.~~
R' 375' S.P.
S= 2°48.75'
Q= 0.4
562+93.16 PT.
~~P.I. 562+98.6~~
Line of Cliffs
Lot 1
Existing Oregon Coast Highway
12"Conc. Pipe 48'(In Place)
P A C I F I C

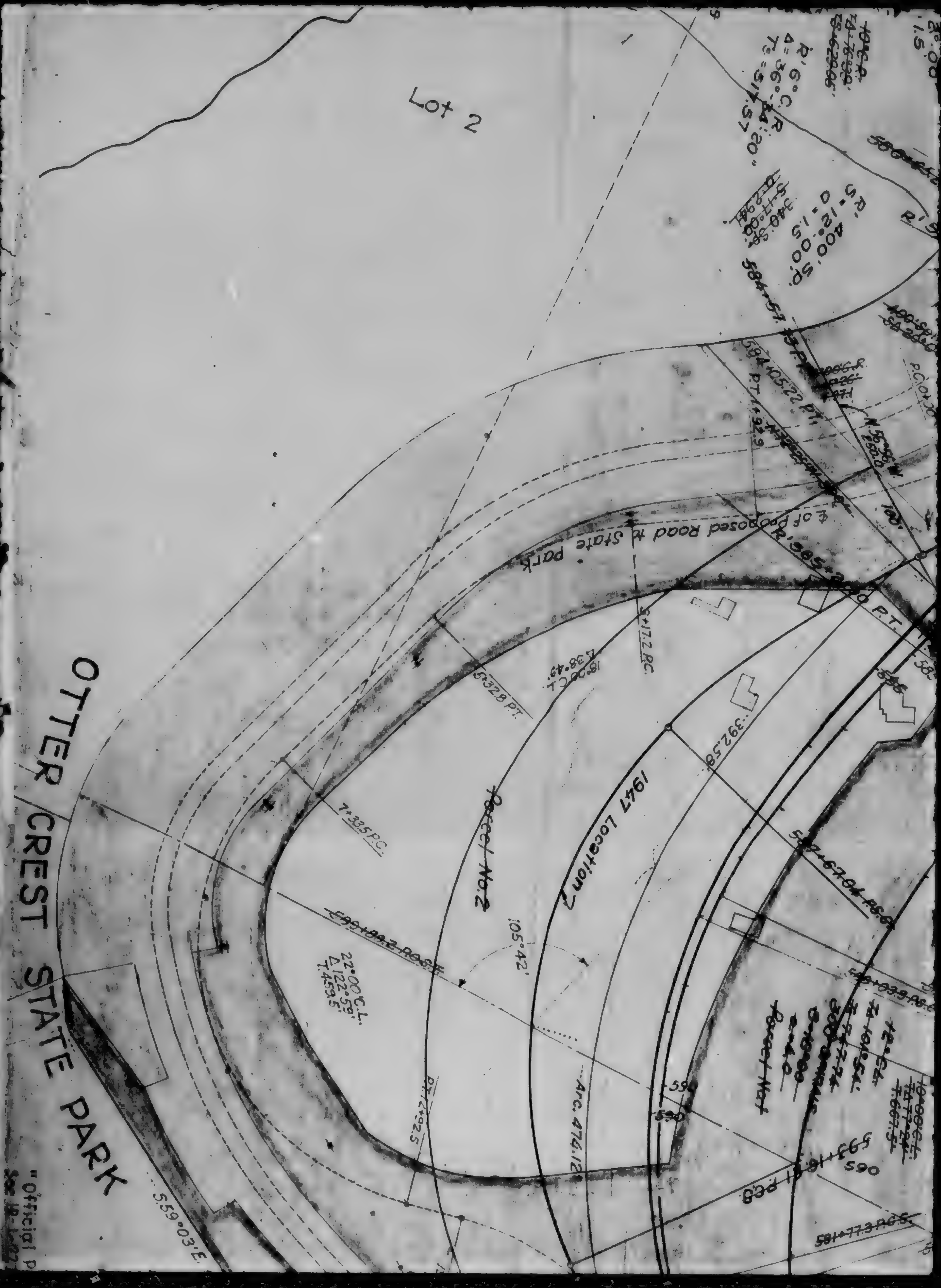

3+46.55 P.T.
~~Grid S 22° 37' E.~~
gnes M. Wiegner
566+86.55 P.S.C.
4243
~~10°00' C.L.~~
~~T.A. 56°58'~~
~~10° C.L.~~
~~T.A. 60°08'~~
~~T.S. 506.06'~~
9+47.88 P.C.S.
570
570
~~340' S.P.~~
~~S. 17°00'~~
~~Δ 2.94'~~
~~572+07.80 P.T.~~
~~P.T. 572+76.5~~
S 24° 14' E.(Grid)
150'
575
575
575
9 P.S.
34° 20'
577+33.7

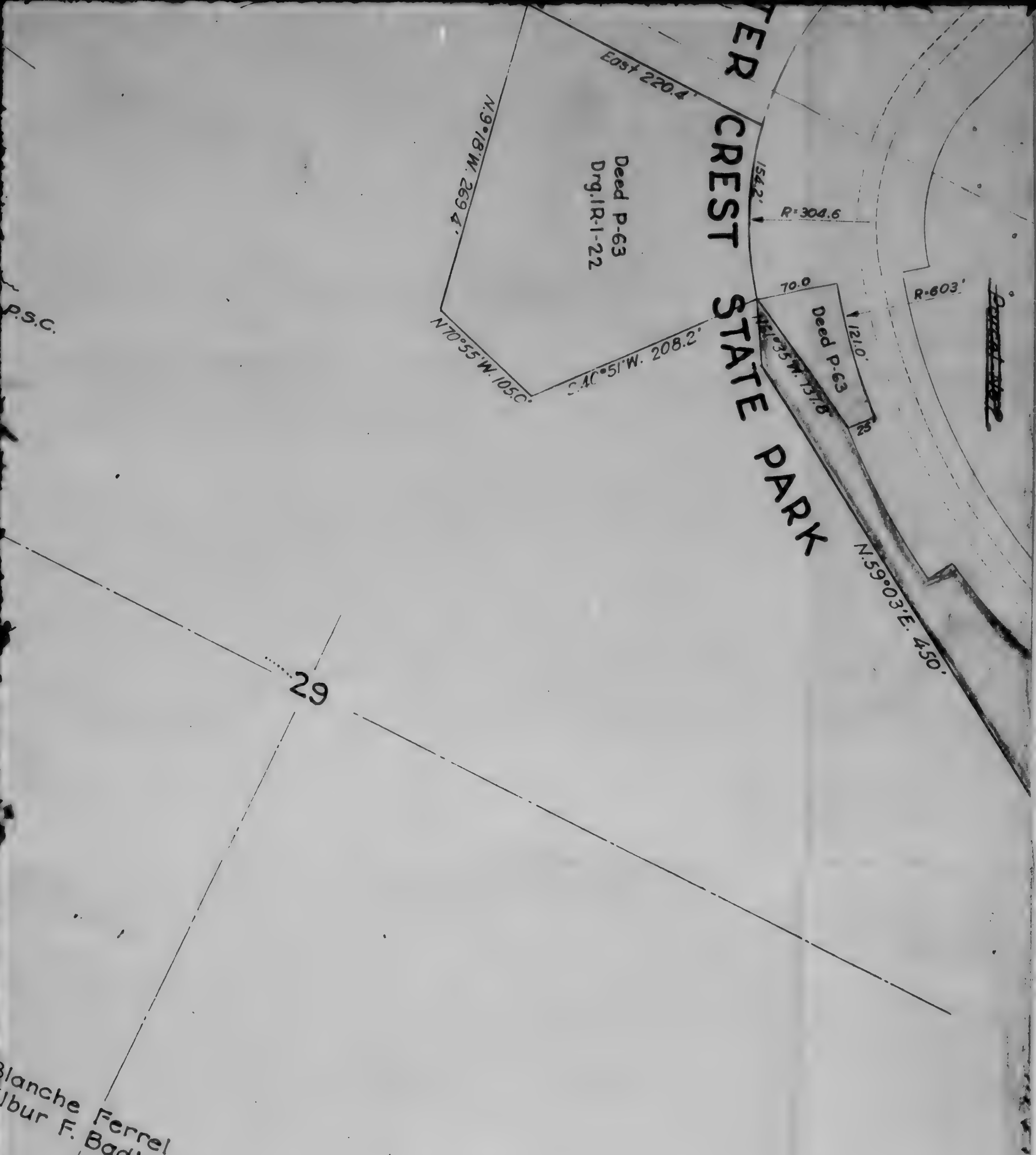

Lot 1
Coast Highway
12" Conc. Pipe 48' (In Place)
565
~~490' Spiral~~
A.A. & Agnes M. W
~~567+06.9 P.S.C.~~
566+86.55 P
4243
~~568+76.5 P.C.S.~~
569+47.88 P.C
Deed RW 13303
B.154 : P.178
570
~~400' Spiral~~
S.59°04'E.
250'
~~572+07.0 P.S.~~
~~572+44.35~~
~~572+98.72 P.S.~~
~~573+89.55 P.S.~~
R' 575+12.36 P.S.
575
~~R 576+31.69 P.S.~~
250'
~~576+38.72 P.S.C.~~
~~578+89.55 P.S.C.~~
R' 4
S=
~~12° C.R.~~
~~300' SPIRAL~~

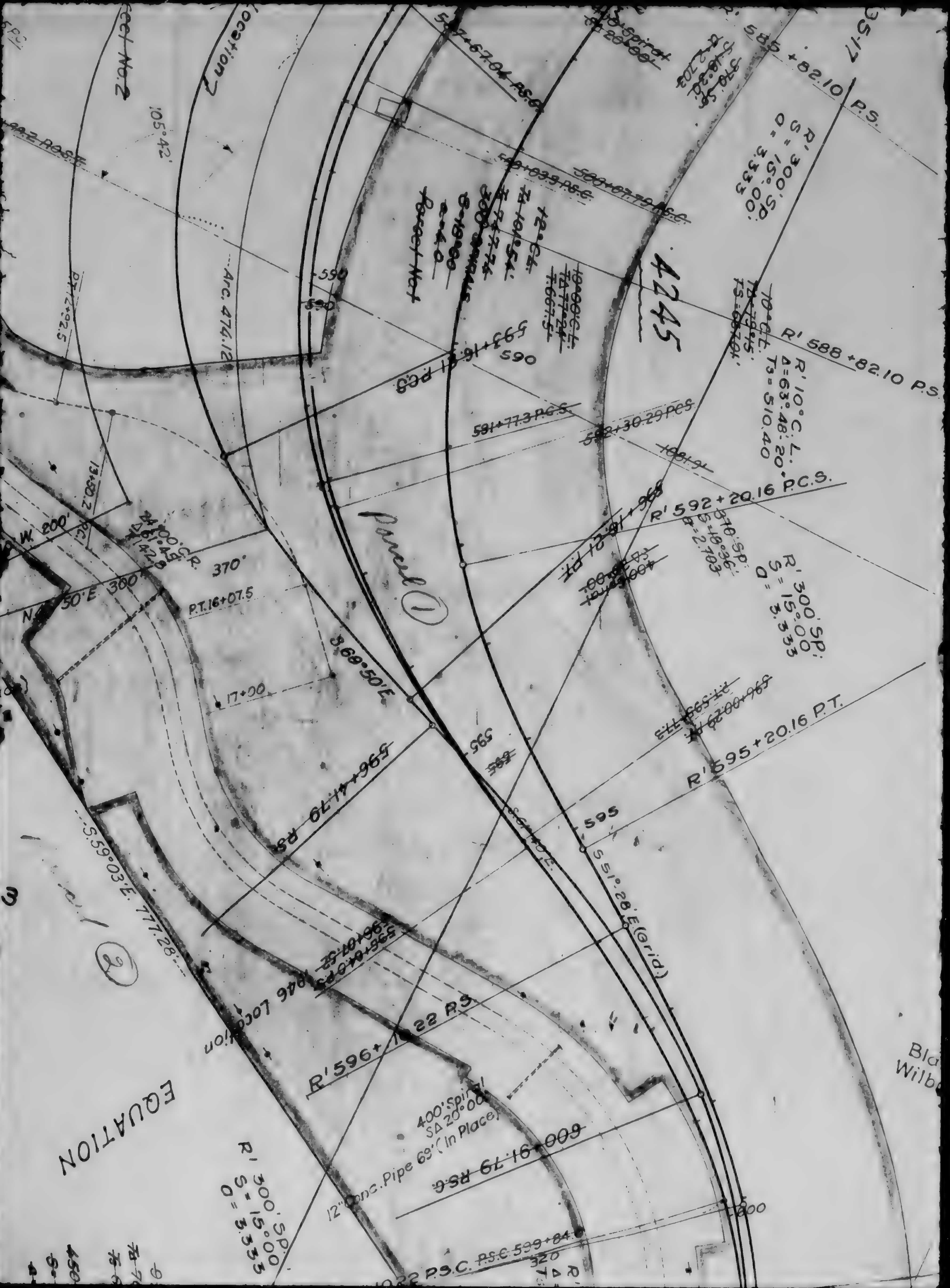

Deed RW 13303
B. 154 P. 178
Coast Highway
12" Conc. Pipe 48' (In Place)
Lot 1
~~572+07.08~~
~~572+98.72 P.S.~~
~~572+44.35~~
~~340' Sp.~~
~~S=17°00'~~
~~θ=2.941~~
~~576+38.72~~
R
S=
O=
~~12° GR.~~
~~Δ=92°08'~~
~~T=653.22~~
~~300' SPIRAL~~
~~S=18°00'~~
~~a=4.0~~
OCEAN

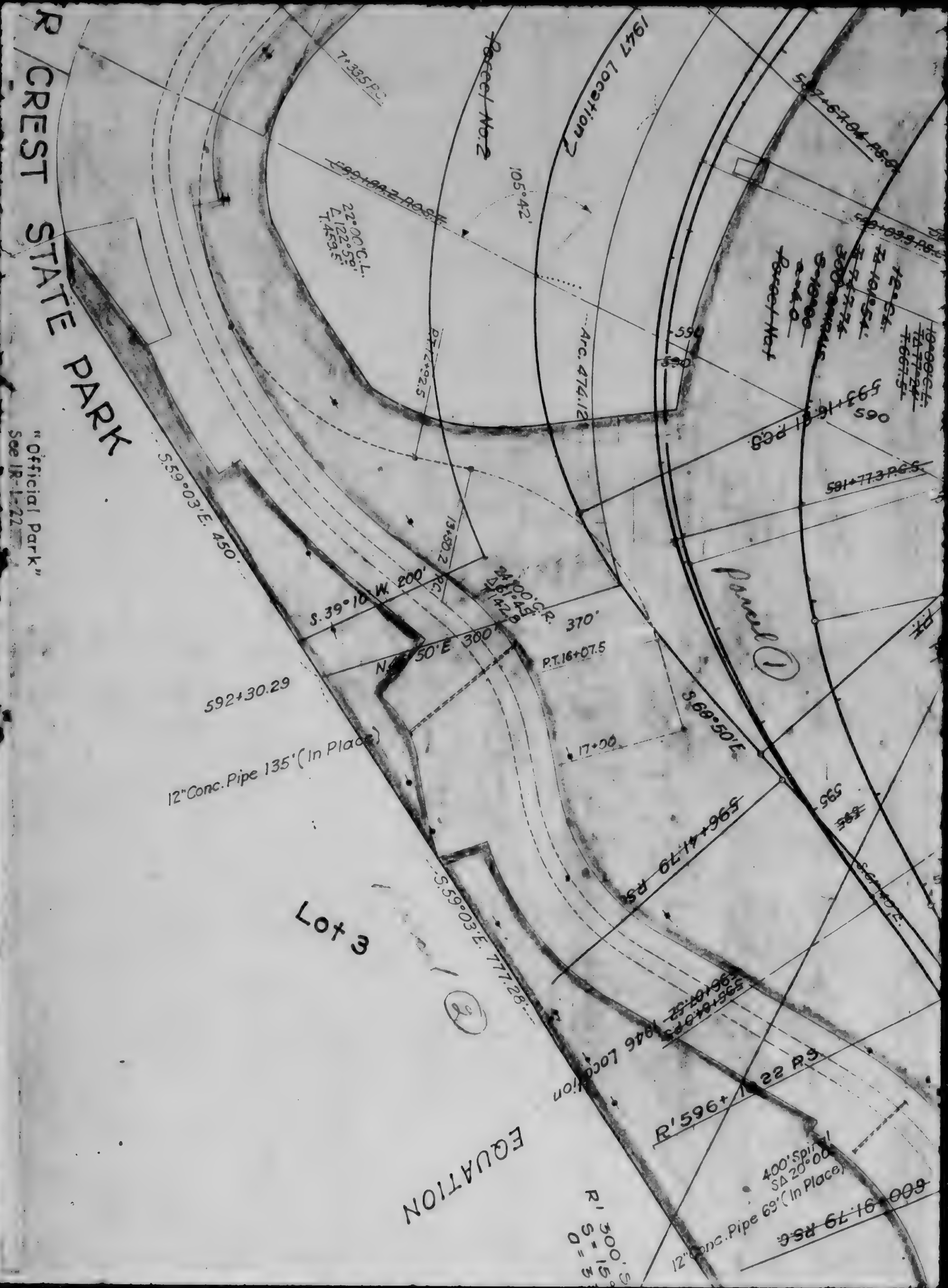

1946 Location
See 6B-35
580
11
11/12
NOTE— For relocated Right of Way See Drg and
Blanch
Wilbur F. Ferrell
Badley
OTTER CREST STA
East 220.4'
N.9°18'W. 269.4'
Deed P-63
Drg. 1R-1-22
154.2'
R=304.6
70.0
Deed
R=603'
N.70°55'W.
°51'W. 208.2'
P.S.C.

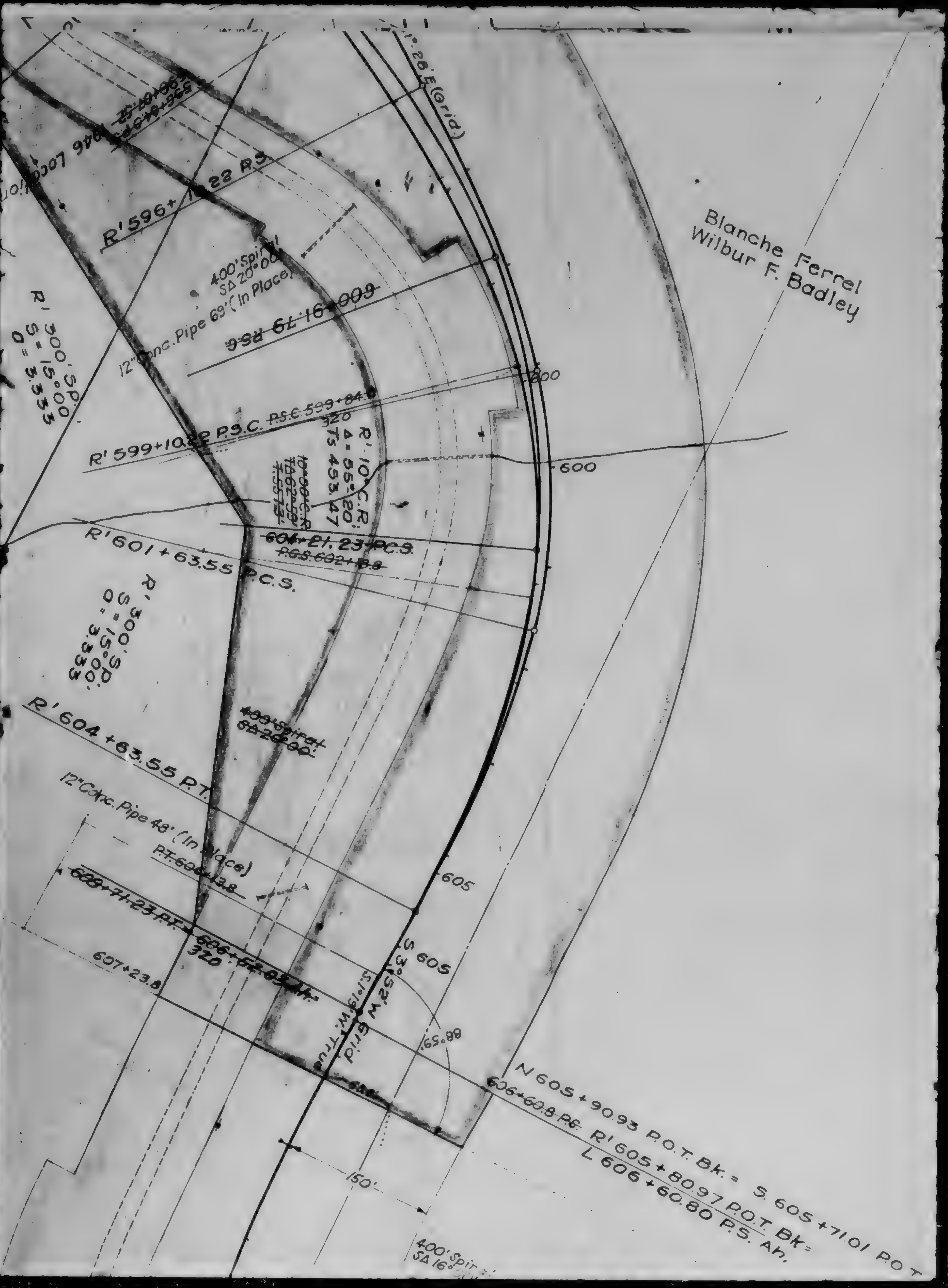

Lot 2
R' 6° C.R
Δ = 36°34'20"
Ts = 517.57
R' 400' SP.
S = 12°00'
O = 1.5
R' 579+12.36 P.S.C.
R' 581+21.90 P.C.S.
580
℄ of Proposed Road to State Park
R' 585+21.90 P.T.
S.33°04'W.
584+05.22 P.T.
P.T. 1+92.9
100'
150'
585
586
3+17.2 P.C.
5+32.8 P.T.
392.58
1947 Location
Parcel No. 2
Parcel No. 1
105°42'
7+33.5 P.C.
22°00' C.L.
Arc. 474.12
P.T. 12+92.5
590
593+16.61 P.C.S.
R' 585+82.10 P.S.
R' 588+82.10 P.
R' 300' S.P.
S = 15° S.P.
O = 3.330'
R' 10° C.L.
Δ = 63°48'
Ts = 510.4
No 6B-35-17
4245


Lot 2
OTTER CREST STATE PARK
℄ of Proposed Road to State Park
1947 Location
~~Parcel No. 2~~
~~Parcel No. 1~~
R. 6° C.R.
Δ = 36° 24' 20"
T. = 517.57
R. 5° 12' 00" S.R.
400' S.P.
0 = 1.5
340' S.P.
584+57.53 P.T.
584+05.22 P.T.
P.T. 1+92.9
N.56°36' W.
250.0'
100'
R. 585+
P.T.
5+32.8 P.T.
9+17.2 P.C.
18°00' C.L.
Δ 38°49'
7+33.5 P.C.
22°00' C.L.
Δ 122°59'
T. 459.5
105°42'
392.58
Arc. 474.12
P.T. 2+92.5
590
593+16.81 P.C.S.
581+77.3 P.C.S.
S.59°03' E.
"Official P
Sec 19-1-27

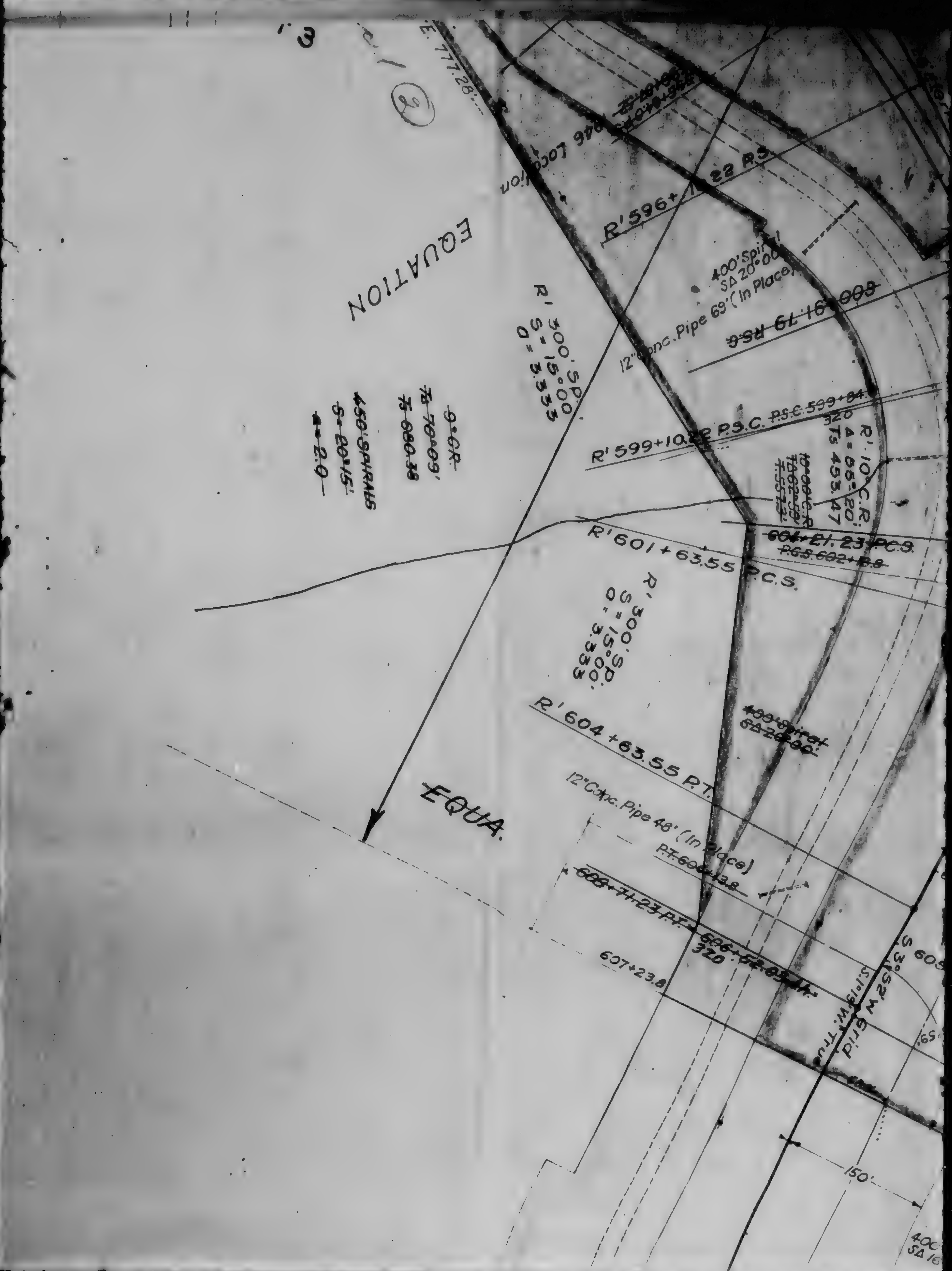

TER CREST STATE PARK
East 220.4'
N.9°18'W. 269.4'
Deed P-63
Drg. 1R-1-22
154.2'
R=304.6
70.0
Deed P-63
121.0'
R=603'
°35'W. 137.8
25
N.70°55'W. 105.0'
S.40°51'W. 208.2'
N.59°03'E. 450'
P.S.C.
29
Blanche Ferrel
ilbur F. Badley

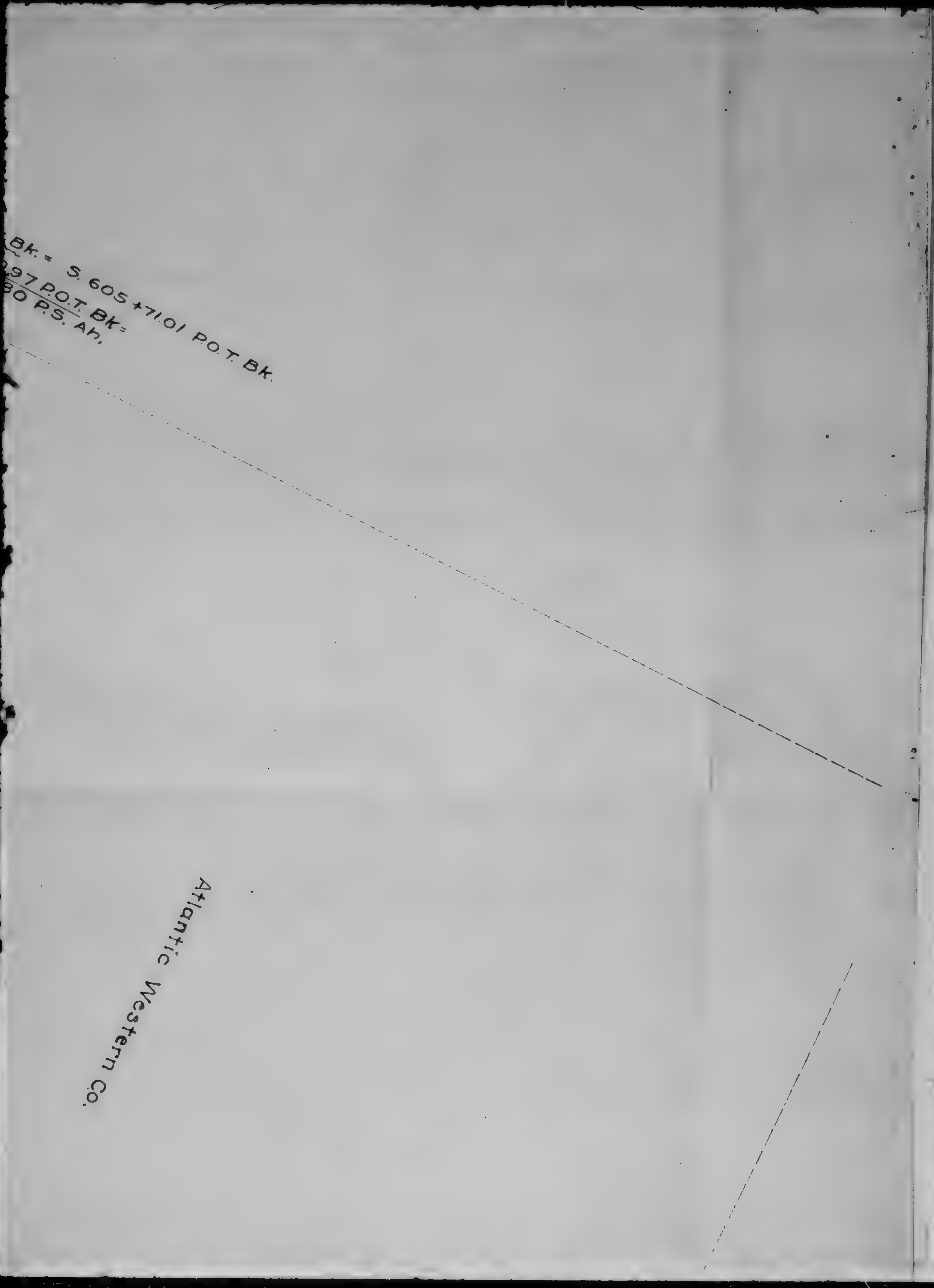

R' 585 +82.10 P.S.
R' 300' SP.
S = 15° 00'
O = 3.333
R' 588 +82.10 P.S.
R' 10° C.L.
Δ = 63° 48' 20"
T3 = 510.40
4245
593+16.21 P.C.S.
590
~~581+77.3 P.C.S.~~
~~592+30.29 P.C.S.~~
R' 592 + 20.16 P.C.S.
R' 300' SP.
S = 15° 00'
O = 3.333
R' 595 + 20.16 P.T.
Parcel ①
Parcel No 1
Parcel No 2
Location
105° 42'
Arc. 474.12
P.T. 12+92.5
13+80.2
W. 200'
N 68° 50' E 300'
370'
P.T. 16+07.5
17+00
S. 68° 50' E.
596+41.79 R.S.
595
S. 59° 03' E. 777.28
S. 51° 28' E. (Grid)
②
EQUATION
R' 596+ 10.22 R.S.
400' Spiral
SΔ 20° 00'
12" Conc. Pipe 69' (In Place)
600+91.79 R.S.C.
R' 300' SP.
S = 15° 00'
O = 3.333
P.S.C. 599+84
1022 P.S.C.
600
3
Bla
Wilb
35-17

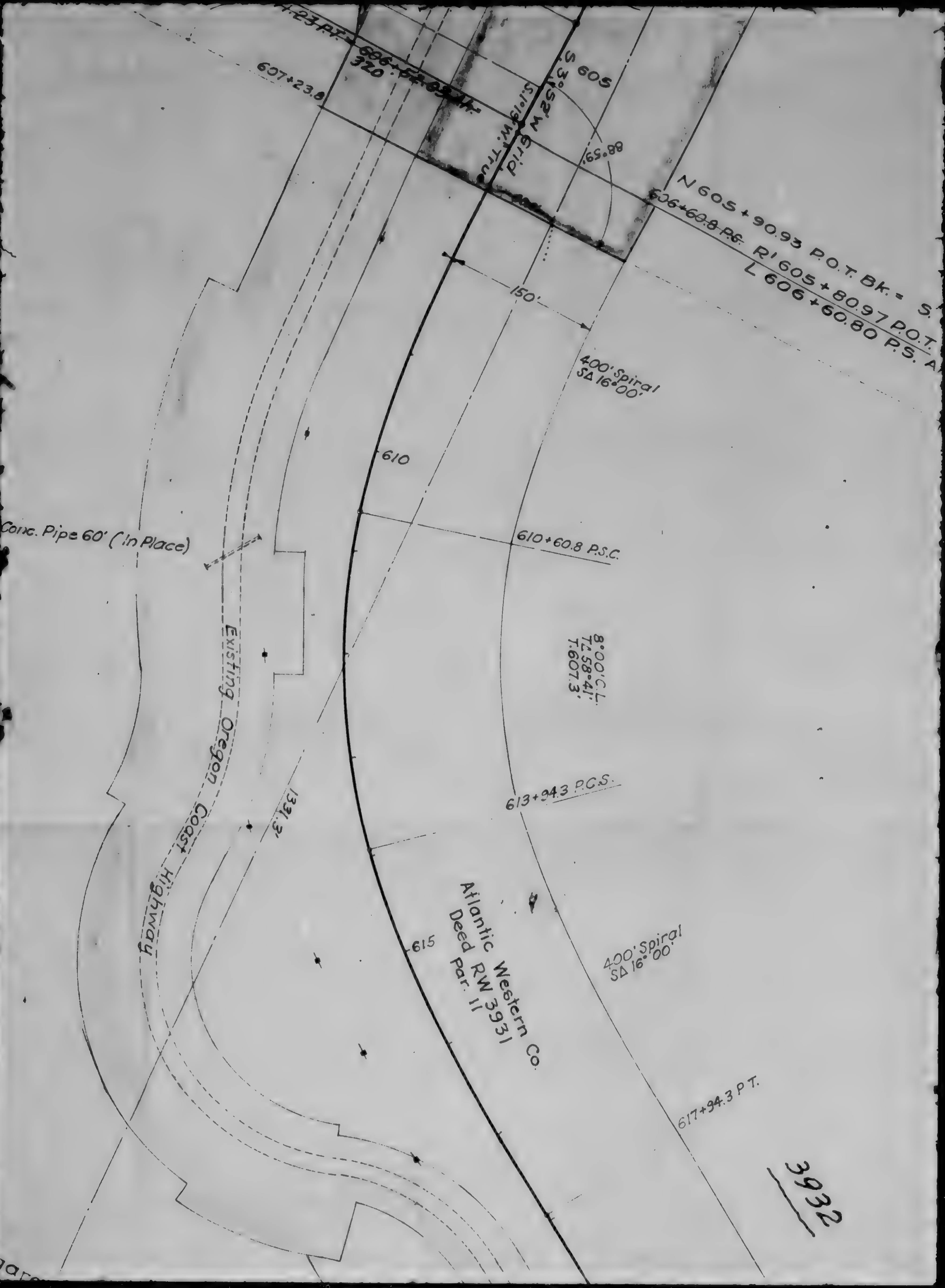

R
CREST STATE PARK
"Official Park"
See IR-L-22
S.59°03'E. 450'
Lot 3
S.59°03'E. 777.28'
EQUATION
592+30.29
12"Conc. Pipe 135' (In Place)
S.39°10'W. 200'
N. 50'E. 300'
370'
P.T.16+07.5
17+00
S.69°50'E.
596+41.79 P.S.
1946 Location
R'596+1 22 P.S.
400' Spiral
SΔ 20°00'
12"Conc. Pipe 69' (In Place)
~~600+91.79 P.S.C.~~
R' 300' S
S = 15°
O = 3
1947 Location
~~Parcel No.2~~
105°42'
22°00' C.L.
Δ 122°59'
T 459.5'
7+33.5 P.C.
Arc. 474.12
P.T. 12+02.5
13+50.2
24°00' C.R.
Δ 61°45'
T 142.8
590
593+16.21 P.C.S.
591+77.3 P.C.S.
~~Parcel No.1~~
Parcel ①
②



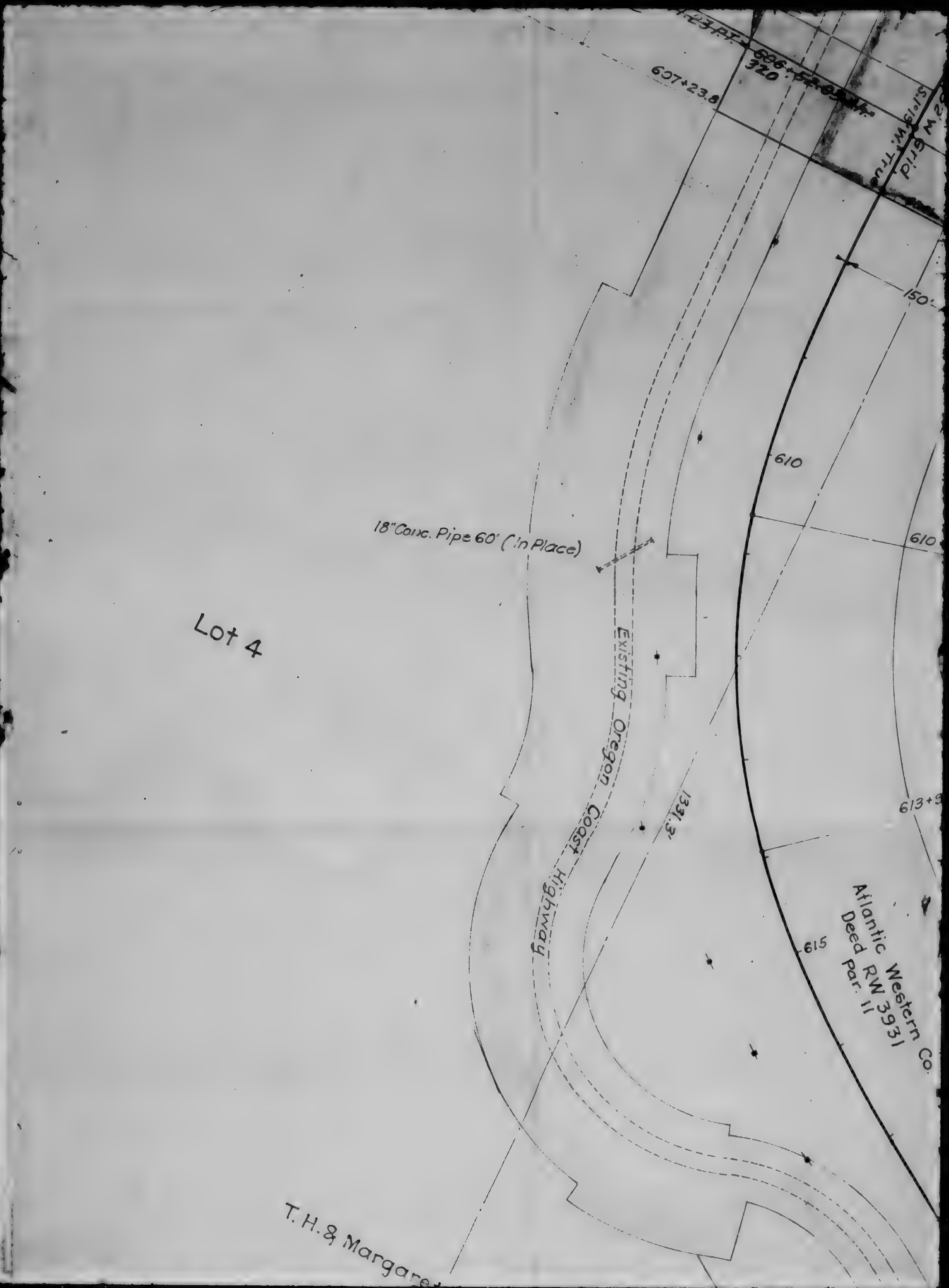
1°28'E (Grid)
Blanche Ferrel
Wilbur F. Badley
1946 Location
~~596+07.52~~
R'596+10.22 P.S.
400' Spiral
SΔ 20°00'
12" Conc. Pipe 69' (In Place)
~~600+91.79 P.S.C.~~
R' 300' S.P.
S = 15°00'
θ = 3.333
600
R'599+10.22 P.S.C.
~~P.S.C. 599+84.0~~
320
R' 10° C.R.
Δ = 55°20'
Ts 453.47
~~10°00' C.R.~~
~~TΔ 62°59'~~
~~T 557.3'~~
600
~~604+21.23 P.C.S.~~
~~P.C.S. 602+13.8~~
R'601+63.55 P.C.S.
R' 300' S.P.
S = 15°00'
θ = 3.333
~~400' Spiral~~
~~SΔ 20°00'~~
R'604+63.55 P.T.
12" Conc. Pipe 48' (In Place)
~~P.T. 606+13.8~~
605
~~608+71.23 P.T.~~
~~606+52.03 Ah.~~
320
607+23.8
S 605
S 3°52'W Grid
S 1°19'W True
88°59'
N 605+90.93 P.O.T. Bk. = S. 605+71.01 P.O.T.
~~606+60.8 P.S.~~
R'605+80.97 P.O.T. Bk. =
L 606+60.80 P.S. Ah.
150'
400' Spiral
SΔ 16°30'

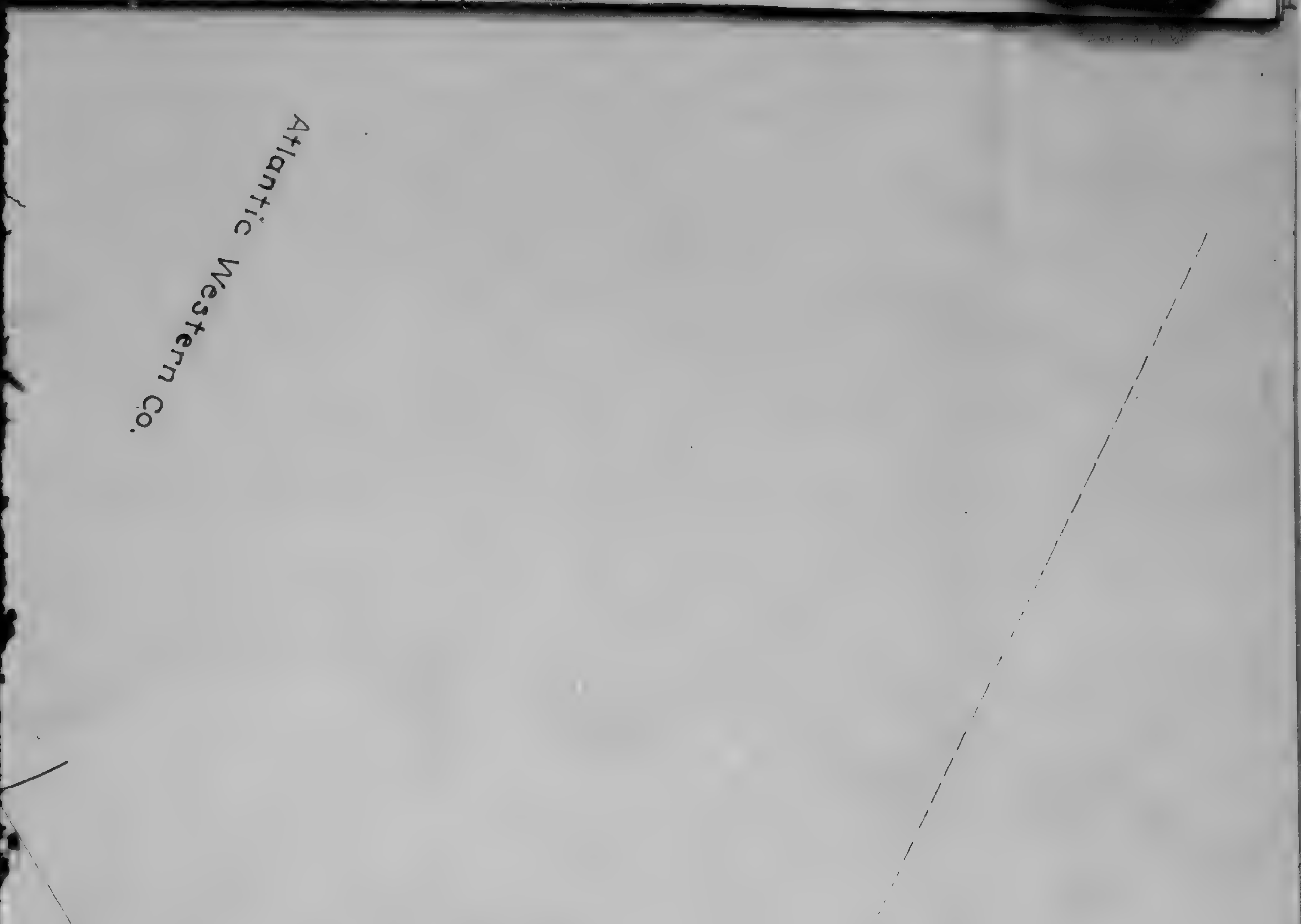
3
E. 777.28
②
EQUATION
1946 Location
R' 300' S.P.
S = 15°00'
θ = 3.333
~~9° C.R.~~
~~Δ 70°09'~~
~~Ts 680.38~~
~~450' SPIRALS~~
~~S 20°15'~~
~~θ 2.0~~
R'596+11.22 R.S.
400' Spiral
SΔ 20°00'
12" Conc. Pipe 69' (In Place)
~~600+61.79 R.S.C.~~
R'599+10.22 P.S.C.
~~P.S.C. 599+84~~
R' 10° C.R.
Δ = 65°20'
Ts 453.47
320
R'601+63.55 P.C.S.
~~604+21.23 P.C.S.~~
~~P.C.S. 602+13.8~~
R' 300' S.P.
S = 15°00'
θ = 3.333
~~400' Spiral~~
~~SΔ 20°00'~~
R'604+63.55 P.T.
~~EQUA.~~
12" Conc. Pipe 48' (In Place)
~~P.T. 606+13.8~~
~~608+71.23 P.T.~~
606+52.85
320
607+23.8
S 53°52' W Grid
S.1°19' W. True
150'
65
400
SΔ 16

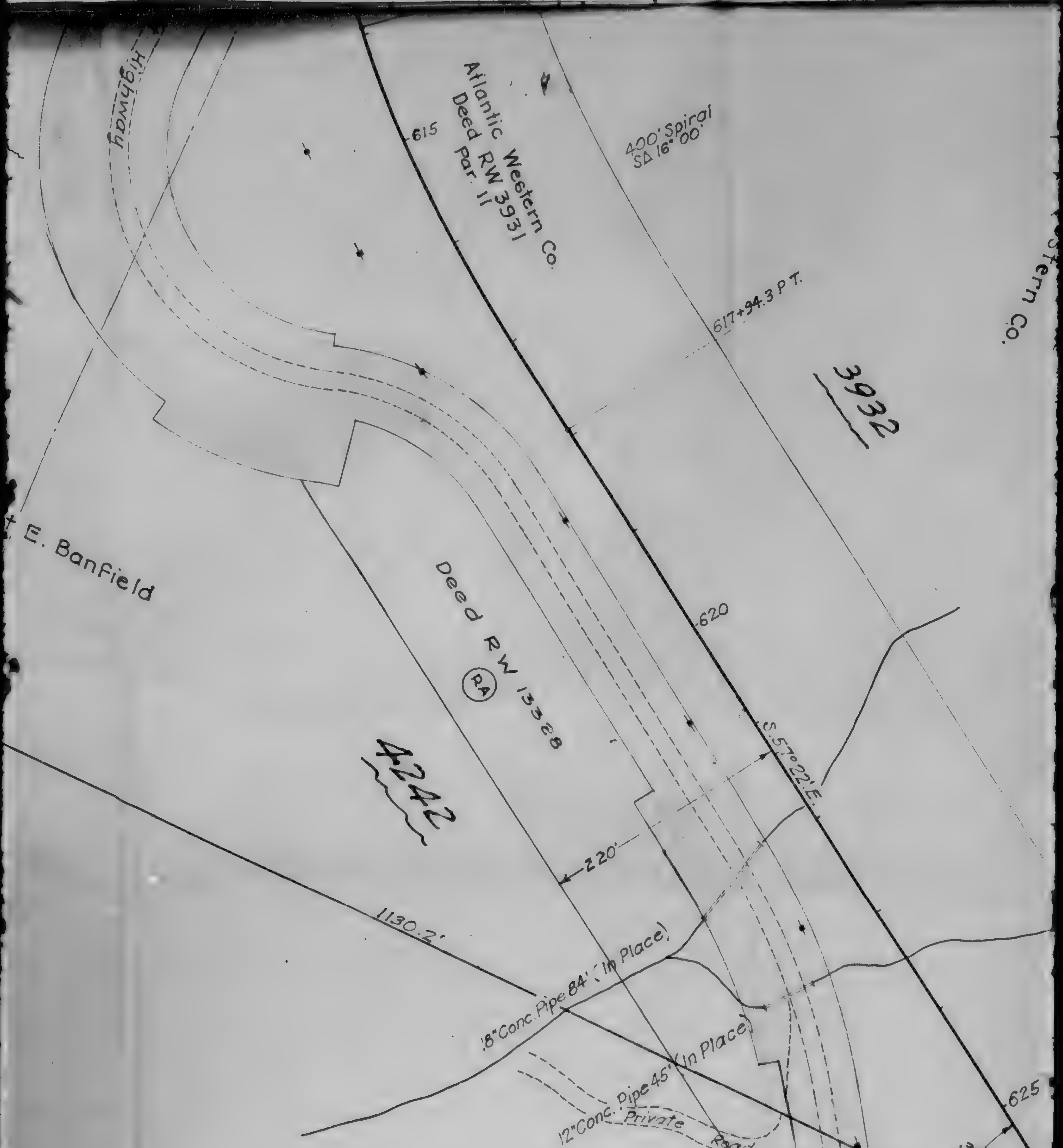

Bk. = S. 605+71.01 P.O.T. Bk.
97 P.O.T. Bk.=
80 P.S. Ah.
Atlantic Western Co.

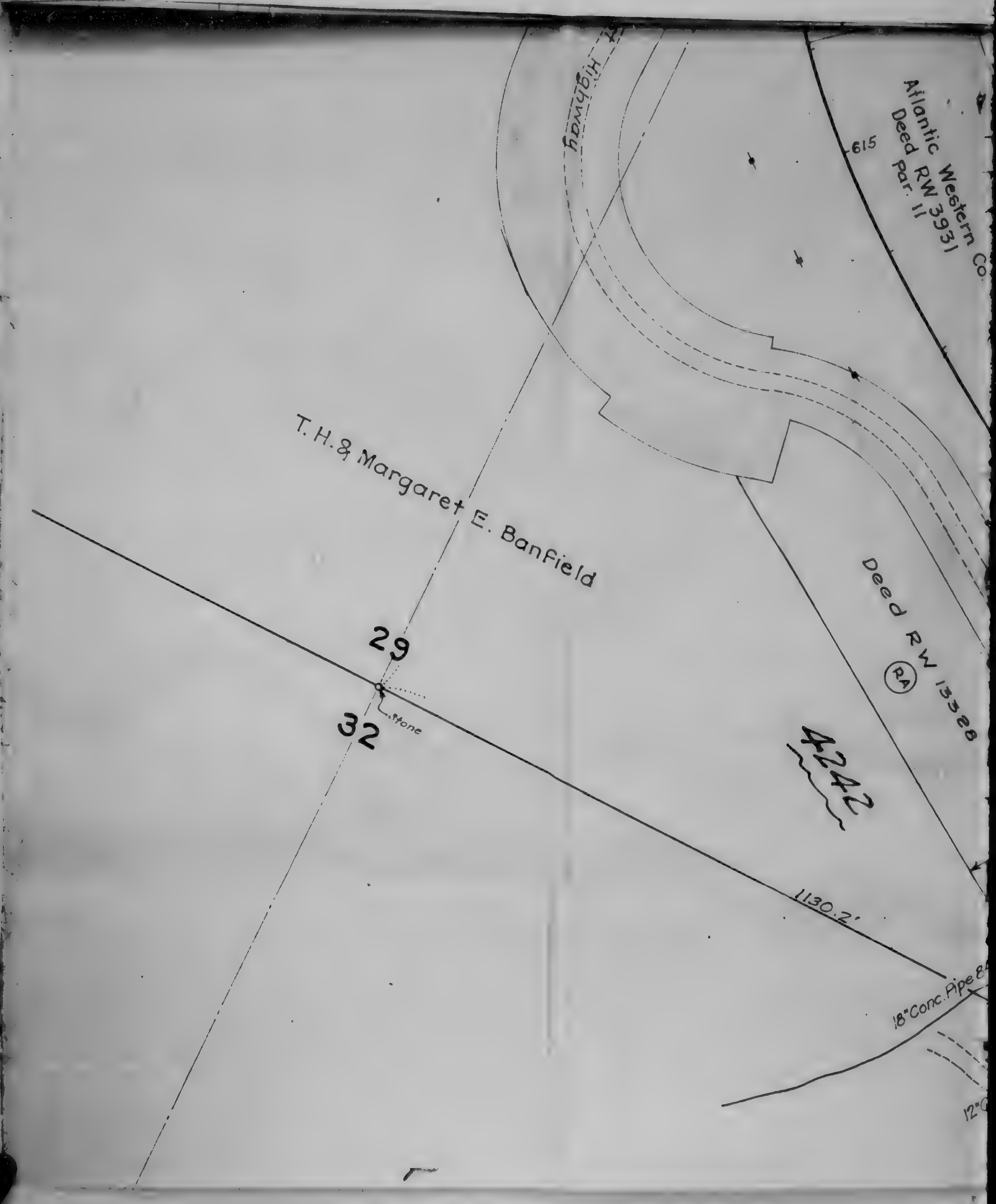

1.23 P.T. = 606+52.03 Ah.
320
607+23.8
S 605
S 3°52'W Grid
S 1°19'W True
88°59'
N 605+90.93 P.O.T. Bk. = S.
~~606+60.8 P.S.~~
R' 605+80.97 P.O.T.
L 606+60.80 P.S. A
150'
400' Spiral
SΔ 16°00'
610
Conc. Pipe 60' (In Place)
610+60.8 P.S.C.
8°00' C.L.
T.L 58°41'
T. 607.3'
Existing Oregon Coast Highway
131.3'
613+94.3 P.C.S.
Atlantic Western Co.
Deed RW 3931
Par. 11
615
400' Spiral
SΔ 16°00'
617+94.3 P.T.

3932


23 P.T.
320
607+23.8
Grid
150'
610
610
18" Conc. Pipe 60' (In Place)
Lot 4
Existing Oregon Coast Highway
131.3'
613+9
615
Atlantic Western Co.
Deed RW 3931
Par. 11
T. H. & Margaret


Atlantic Western Co.
Wm. McPherson Jr. Estate C
625
32°04'


Highway
Atlantic Western Co.
Deed RW 3931
Par. 11
615
400' Spiral
SΔ 16°00'
stern Co.
617+94.3 P.T.
3932
E. Banfield
Deed RW 13328
RA
620
4242
S.57°22'E.
220'
1130.2'
18" Conc. Pipe 84' (In Place)
12" Conc. Pipe 45' (In Place)
Private Road
625
32°04'
20


Highway
Atlantic Western Co.
Deed RW 3931
Par. 11
615
T.H. & Margaret E. Banfield
29
32
Stone
Deed RW 13328
RA
4242
1130.2'
18" Conc. Pipe 84
12"C

RECEIVED
FOR FILING

[illegible]

[illegible]

4962 [illegible]
3708 WCW.

Indexed
Alphabetically

Bodley, W[illegible]

MINUTE ENTRY ON MR. DWIGHT L. SCHWAB

Mr. Dwight L. Schwab, attorney for Mr. and Mrs. Wilbur F. Badley in the case of the State Highway Commission vs. Wilbur F. Badley, et ux., concerning acquisition of right of way for a proposed revision of the Oregon Coast Highway at Otter Crest, Lincoln County, was present, upon invitation of the Commission, regarding this case. Mr. Schwab stated that he ~~presently~~ knows very little about the case because it is ~~was~~ being handled by his associate, Mr. Ralph Cake, who at the present time is out of the state. He did, however, recite events leading up to Mr. Badley's present demand of $30,000.00 for his property, mentioning therein that Mr. Badley was offered at one time by the Highway Commission's former Chief Counsel, Mr. J. M. Devers, $50,000.00 as settlement in full. Mr. Badley's present demand, he said, includes $24,000 for 32 one-half acre building lots at $750 each, $2,500 for five acres of land at $500 per acre, and $1,400 for additional land at $350 per acre, plus an allowance for about 239 MFBM timber growing on the property, and an additional amount for damage to Mr. Badley's barn. This price, he added, does not include anything as damages resulting from the highway being located within four feet of Mr. Badley's house and for loss of business; neither does it include anything for loss incurred by reason of Mr. Badley having had no control over his property for six years. He mentioned that Mr. Badley wants two accesses on the east side of the new highway left in a fluid condition until such time as he determines how to develope ~~use~~ his property. He also mentioned a number of other things that are subject to discussion and agreement. In reply to an inquiry from Commissioner McIver as to how much Mr. Badley wants as settlement in full, Mr. Schwab stated that Mr. Badley will settle for the sum of $30,000 cash, and he suggested that if a satisfactory settlement cannot be reached soon, at that figure, that the pending case be allowed to rest on the docket until Mr. Cake returns.

P The matter was discussed at considerable length during which Chairman Chandler advised that the ~~a~~ previous offer made by Mr. Devers in the amount of $50,000 was never authorized by the Highway Commission; moreover, Mr. Devers had no authority to make such an offer or to bind the Commission with it. He further stated that the Highway Commission has a Right of Way Department which carries on all dealings in connection with acquisitions of real property for right of way and for other purposes. In t[illegible] negotiations, he said, an attempt is made to arrive at a fair figure to be paid for the property involved and such figure is recommended to the Commission which accepts the recommendation if it is within reason. The Commission, he said, is not in position today to make a definite offer of settlement, but will discuss the matter among themselves, and will take action later. Mr. Schwab again stated that if ~~an~~ agreement cannot be reached now as to the price to be paid Mr. Badley, that the entire matter be held up until Mr. Cake returns. He added that such action will not hold up construction of the highway across Mr. Badley's property, but ~~that it can be carried on~~ work can proceed without interruption. He urged that the pending case be not dismissed until the matter has been discussed further with Mr. Cake, and if it is necessary to do something now, that the matter be taken care ~~of~~ by an amended complaint. The Commission's Chief Counsel recommended against such procedure and gave as his considered opinion that the present case should be dismissed and an entirely new case filed as soon as that can be done. This concluded the discussion. Following Mr. Schwab's departure, discussion of the matter was resumed, and the Chief Counsel again recommended dismissal of the pending case and the filing of an entirely new complaint. The Commission approved the recommendation unanimously on the motion of Commissioner Reynolds, duly seconded by Commissioner McIver.

Sent in by Pauline Welch.
Mr. Enfield has looked it over & said it was alright.

Sl

MINUTE ENTRY ON MR. DWIGHT L. SCHWAB

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RECEIVED
JAN 28 1953
FOR FILING

FORM E-30 25M 9-51

REFERRED
TO McKenzie — Please
FOR check to see if model
accurately reflects taking. Ask
Lindas to go over it with
you.
Cliff

RECEIVED
DEC 1 1952
LEGAL

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 25, 1952

SUBJECT: Model Construction
New Alignment, Otter Crest Vicinity
Assignment WCW 3708

To: Mr. W. C. Williams

PLEASE RETURN TO
W. C. WILLIAMS

I am returning herewith your file and assignment on the above indicated subject. In accord with the instructions, discussions have been had with Mr. Enfield and models prepared.

F. B. Crandall
Traffic Engineer

FBC:ws

Enclosure

NOTED
W. C. WILLIAMS

1-13-52 ✓
Noted Rh

RECEIVED
NOV 25 1952
OFFICE OF
STATE HIGHWAY ENGINEER

Mr. Lindas:
The "after" model of Otter Crest is complete and as near as I can tell "perfect" in ~~of~~ every detail. Cliff also wanted a "before" model which could sit on the same base. - Perhaps it would be best to wait & see how negociations go before having it made.

noted
LWMcK

No. 3708
By wcw

ASSIGNMENT

Date: **September 22 952**

Description: **Letter of Sept. 19 by Mr. Enfield re State of Oregon v. Wilbur F. Badley, et ux (in connection with relocation of Oregon Coast Highway around Otter Crest)**

Acknowledged by ------ Referred to ---Crandall------

Investigate and report with recommendation
xxx ~~Investigation,~~ such action as necessary and report
Comment or recommendation
Return with rough draft of reply PLEASE RETURN TO -- signature
Please prepare for ---------W.C. WILLIAMS--------

Assignment executed 11-26-52 Report received ----------

Remarks: **Proceed please.** WCW

FORM E-30 37,500 4-52 50805

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 19, 1952

PLEASE RETURN TO
W. C. WILLIAMS

SUBJECT: State of Oregon
v.
Wilbur F. Badley, et ux
L-1485

To: Mr. W. C. Williams
Assistant State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Within a few days a new condemnation complaint will be filed in the above case, which, as you know, involved the relocation of the Oregon Coast Highway around Otter Crest.

Based on our prior negotiations with Mr. Badley, it is foreseeable that he will not accept our highest and best offer and, therefore, eventually the compensation to be paid for the property will have to be determined by a jury.

With this thought in mind, it occurred to me that it would be advantageous at the time of trial to have two models of the property prepared by Mr. Teed. These models would illustrate to the jury much better than photographs or the eloquent and effervescent oral arguments of our attorneys the appearance of the property both before and after our taking. The models would also illustrate to the jury the benefits we are giving Mr. Badley by our construction of a large parking area on top of the bluff which will eventually serve his future customers.

As you will recall, Mr. Teed has already constructed a model, in Room 22, of the relocated highway around Otter Crest. This model is in two pieces, with a permanent base showing the cliff section and a removable top piece showing the contemplated highway. Actually, therefore, all that would be required would be for Mr. Teed to revise the present top in a few places so as to illustrate our revised construction plans, and then construct a new top piece showing the hill as it is today.

The alterations mentioned above should show that the old highway will remain open, both to the North and the South of the Badley property, although the South road will have to show a slight detour, and, further, the old highway and the Otter Crest Loop Road do not merge, as shown on the present model, but instead are joined by a short connecting road in

NOTED
[illegible]

NOTED
J AL HEAD

order to allow an access to the Otter Crest State Park for motorists from the said Loop Road.

In connection with Mr. Teed constructing a new top for the base section, it would be advisable if he could actually see the property before our contractor begins his construction, so that Mr. Teed could testify, if necessary, that he viewed the area before constructing his model. I believe Mr. Teed should also have some actual photographs taken, aerial, if necessary, so that on the witness stand he could substantiate his model.

Another reason that I believe these models would be beneficial is because we intend to plead the above mentioned benefits which Mr. Badley will receive by our construction of the new road and use these benefits as an offset against what Mr. Badley wishes to receive as compensation for the property we are taking. There have been only a very few cases where our construction program has materially benefited a property owner. I believe this to be one of those types on cases, and inasmuch as Mr. Badley will probably ask three or four times as much as we are willing to pay, I feel that we should take full advantage of this opportunity to plead the benefits as an offset.

I will be glad to discuss this matter with you further, and I would also appreciate any suggestions or comments you might have.

Yours very truly,

C. W. ENFIELD
Chief Counsel

FCMc:sth

RECEIVED
SEP 19 1952
OFFICE OF
STATE HIGHWAY ENGINEER

order to allow an access to the Otter Crest State Park for motorists from the said Loop Road.

In connection with Mr. Teed constructing a new top for the base section, it would be advisable if he could actually see the property before our contractor begins his construction, so that Mr. Teed could testify, if necessary, that he viewed the area before constructing his model. I believe Mr. Teed should also have some actual photographs taken, aerial, if necessary, so that on the witness stand he could substantiate his model.

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I will be glad to discuss this matter with you further, and I would also appreciate any suggestions or comments you might have.

Yours very truly,

CW Enfield

C. W. ENFIELD
Chief Counsel

FCMc:sth

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SEP 19 1952
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING
FORM E-30X 15M 1-52 85419

Indexed
Alphabetically
Badley, W.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 19, 1952

SUBJECT: R-4245, L-1485 - BADLEY
Siletz Bay-Newport Section
Oregon Coast Highway
Lincoln County

To: MEMORANDUM TO FILE:

NOTED
W. C. WILLIAMS

After conferring with the Legal Department and with our appraisers it has been decided that it would be a material advantage in the Badley case if the existing highway from some feasible connection near or northerly from Rocky Creek to a connection northerly from Otter ~~Crest~~ Rock be kept open. A check with the Engineering Department indicates that no cost is involved.

Forrest Cooper
FORREST COOPER
Right of Way Engineer

FC:mb

cc: Mr. W. C. Williams ✓
Mr. H. G. Smith
Mr. J. D. Walker
Mr. C. W. Enfield
Mr. W. F. Collins

RECEIVED
Au [illegible] 1952
FOR FILING

Indexed
Alphabetically

Dadley; Wilber

August 15, 1952

Oregon State Highway Commission

Gentlemen:

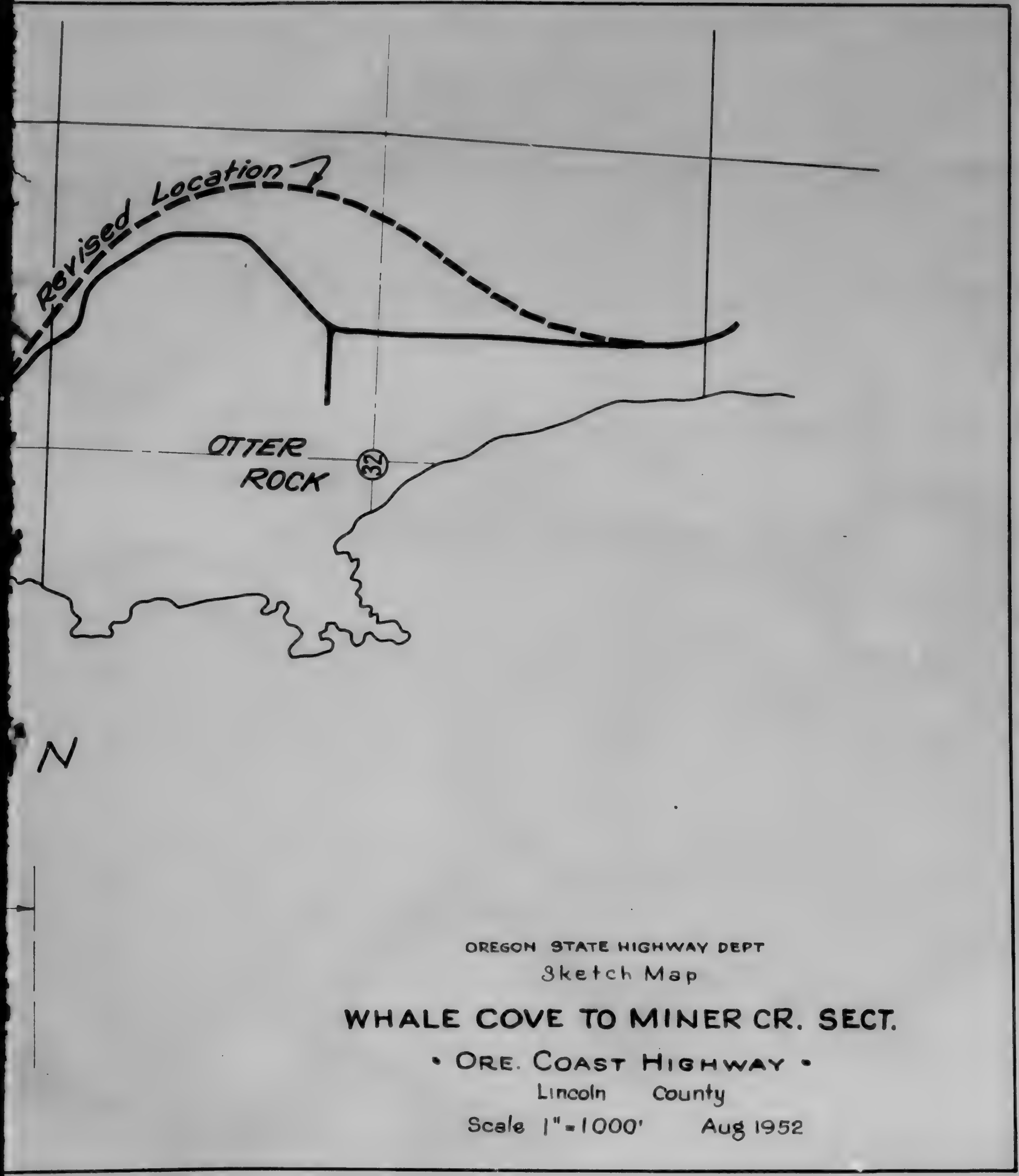
In our dealings for right of way on the Dadley property, it has been decided that a better settlement could be reached, even though such settlement be by condemnation, if the center line of the highway at the crest were shifted slightly to the east. This has been done and does not detract from the alignment or gradient of the highway, and this alignment is incorporated in the plans on which we are calling for bids.

You have previously approved this location survey, and, for record purposes, it is recommended that you approve the revision as indicated on the attached sketch map.

Very truly yours,

R. H. Baldock
State Highway Engineer

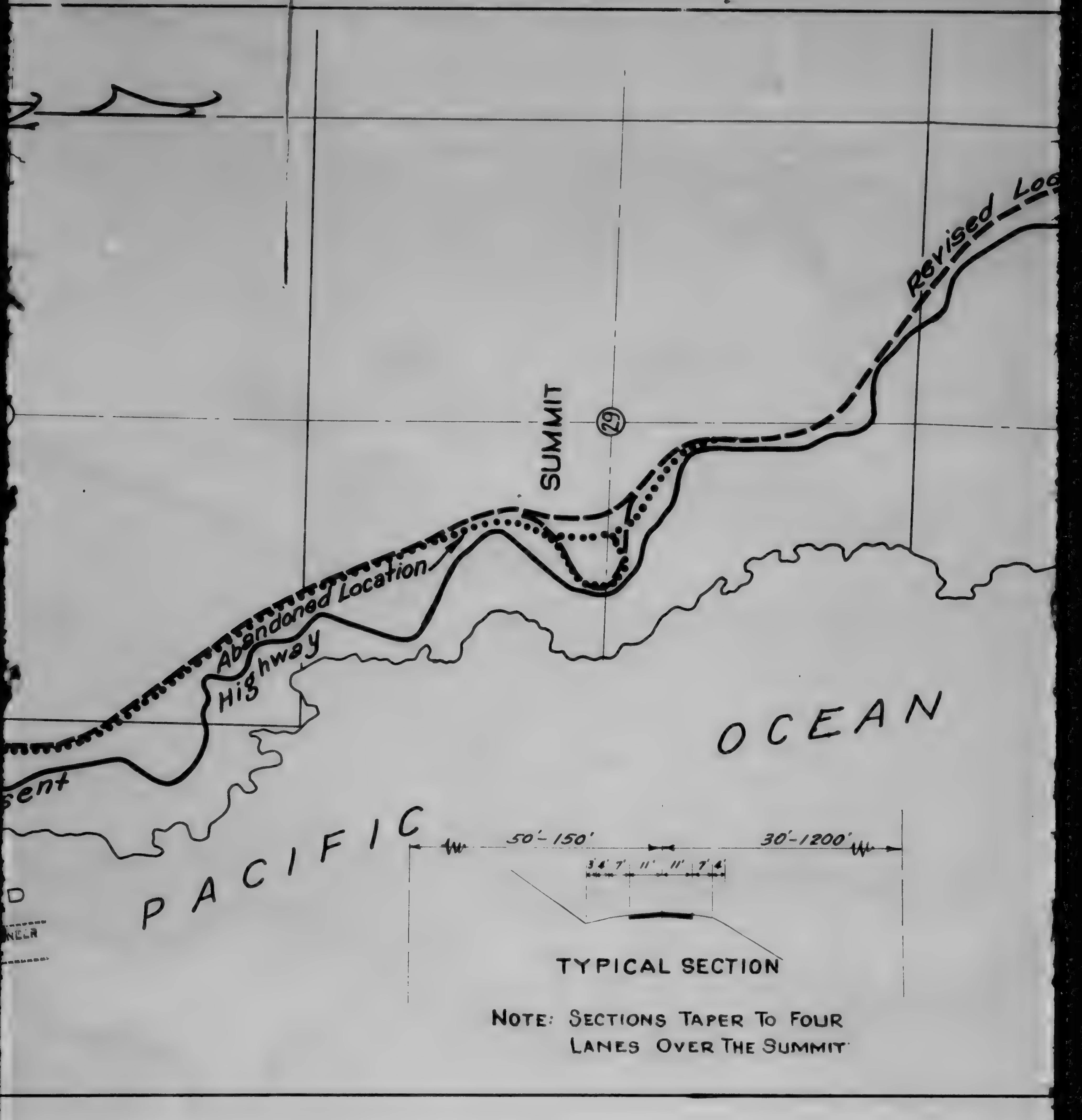
WCW:me hi
Attachment
cc Mr. H. G. Smith
Mr. Forrest Cooper


Revised Location
OTTER
ROCK
32
N

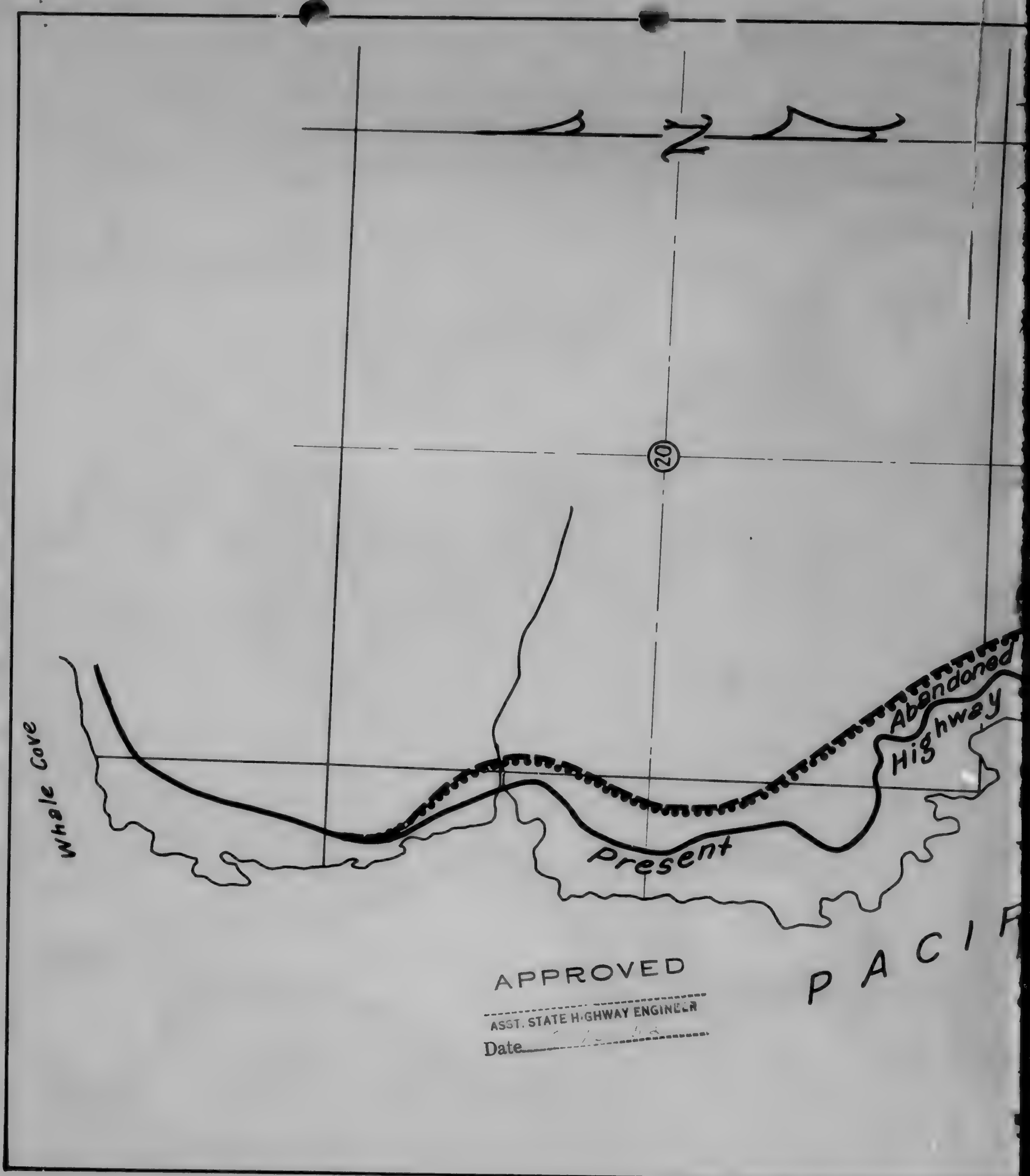
OREGON STATE HIGHWAY DEPT
Sketch Map

WHALE COVE TO MINER CR. SECT.

• ORE. COAST HIGHWAY •
Lincoln County
Scale 1"=1000' Aug 1952


Revised Loc
SUMMIT
29
Abandoned Location
Highway
sent
OCEAN
PACIFIC
D
NEER
50'-150'
30'-1200'
3' 4' 7' 11' 11' 7' 4'
TYPICAL SECTION

NOTE: SECTIONS TAPER TO FOUR LANES OVER THE SUMMIT



N
20
Whale Cove
Abandoned Highway
Present
PACI

APPROVED

ASST. STATE HIGHWAY ENGINEER

Date

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FORM E-123X 25M
[illegible] 1 1952
FOR FILING

Indexed
Alphabetically

Badley, W.

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

March 28, 1952

Mr. Wilbur F. Badley
Otter Rock
Oregon

Dear Mr. Badley:

Mr. Ben R. Chandler, chairman of the Oregon State Highway Commission, has asked that I drop over and see you sometime in the near future to discuss the acquisition of property from you at Otter Crest for the relocated Coast Highway at that point.

I will probably see you sometime in the next 10 days or two weeks.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By Forrest Cooper
Forrest Cooper
Right of Way Engineer

OTED
State Highway Engineer

FC:jb

cc: Mr. Ben R. Chandler, chairman State Highway Commission
✓Mr. R. H. Baldock, State Highway Engineer

RECEIVED
MAR 31 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

Indexed
Alphabetically

Badley, Wilbur

March 19, 1952

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Dear Mr. Chandler:

Herewith is a report by Forrest Cooper, also copy of his letter to Mr. Devers with relation to the value of the Badley tract at Otter Crest. I am also attaching the map. I do not have an engineer's map at hand, as they were sent to the field for some additional information in working up the grade from Rocky Creek.

As you recall, I instructed the engineers to put a third lane, or truck lane, on both sides. The plan as shown calls for a four-lane over the top, but it provides left-turn refuges for making the turn to go down to the point where you park on the upper elevation. Likewise it provides a road to the present headland and return.

In my opinion, Mr. Badley will be infinitely better off, when the road is placed in the proposed location, than he is now. There will always be an attraction for some people to go down to the point, as there is at present, and when the people go they can park on state property to trade with Mr. Badley. On this new location, as you recall, the model shows parking on the upper level adjacent to the 4.36-acre area shown in pink. Mr. Badley can develop this for motor courts, et cetera, and again we are providing parking. It is my opinion that he could well afford to give the State $20,000, give the right of way the State needs, and come out away ahead. However, I am fearful that he hopes to get enough from the State to finance a considerable part of the development he plans.

I concur with Mr. Cooper in that $20,000 is the maximum amount that should be offered him.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
Enclosure

FORM E-90 25M 6-51 49713

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 18, 1952

SUBJECT: File No. L-1485-Wilbur Badley
Otter Crest

To:

R. H. Baldock
State Highway Engineer
Office

I am attaching a report which I made to Mr. Devers May 1, 1951, with respect to the Wilbur Badley tract at Otter Crest. This case has had a long and troublesome history, but it is my belief that the sum of $20,000.00 is a fair and reasonable offer for the property taken, all facts being considered.

I will be glad to discuss this matter with you if you wish further details. A condemnation case was filed in the Lincoln County Circuit Court July 2, 1947. Apparently an answer has never been filed.

Forrest Cooper
FORREST COOPER
Right of Way Engineer

FC:rmw
Enc.

FORM E-30X 25M 6-51 50116

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

COPY

Salem, Oregon
March 18, 1952

SUBJECT: File No. L-1485-Wilbur Badley
Otter Crest

To:

R. H. Baldock
State Highway Engineer
Office

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I will be glad to discuss this matter with you if you wish further details. A condemnation case was filed in the Lincoln County Circuit Court July 2, 1947. Apparently an answer has never been filed.

/s/ Forrest Cooper

FORREST COOPER
Right of Way Engineer

FC:rmw
Enc.

FORM E-20X 25M 6-51 50116

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

C
O
P
Y

Salem, Oregon
May 1, 1951

SUBJECT: File No. L-1485
Badley Property
Otter Crest

To: Mr. J. M. Devers
Chief Counsel

Dear Sir:

You have asked for my recommendations on the Badley acquisition and particularly as to Mr. Dryer's recent appraisal of this property. I give you my ideas herewith.

This property has been appraised, re-appraised, revised and re-revised until a wonderful state of confusion seems to exist. As near as I can determine now we apparently started out to acquire some 34 acres of additional property. This was subsequently revised downward to a present taking of approximately 28 7/10 acres. Breaking this down further, we find 6.2 acres Westerly from the old highway. This land is virtually worthless being practically vertical. I would place a value of $100 on this part of the taking.

Of the remaining 22½ acres 12 acres are extremely steep and partially covered with timber. I believe that this area is worth $3000. This leaves 10½ acres which, although is quite steep in places, is useable land for development and while it would require quite a large sum of money to level it up, build roads, etc., it could be developed. It appears that this land has a value of approximately $800 an acre or a total of $8,400. These three figures add up to $11,500. There appears to be a general agreement as to the value of the buildings taken at $7,500. This would give us a total of $19,000 for the taking. This figure is very close to that given in Mr. Collins' report of April 18, 1951, and Mr. Dryer's report to you dated April 24, 1951.

At this point there seems to be a wide divergence of opinion. It is Mr. Collins' feeling that no serious item of severance accrues to the remainder. Mr. Dryer adds an unsubstantiated amount of $10,000 for severance. I am in agreement with Mr. Collins and I give you herewith my reasons.

As you are quite familiar with the property I will not bore you with a long-winded dissertation on the physical setup. There are only two parcels Westerly from the old highway that have any value. One of these is a very small area on which Mr. Badley has a store, etc. The other is a parcel abutting the Badley store and consists of a developed parking area on the top of Otter Crest. This developed area is in effect a parking area for Mr. Badley's store and was built and is maintained by the State of Oregon.

In other words, Mr. Badley occupies a very strategic position and will continue to occupy this position after the new highway is constructed. It is the intention to maintain an adequate road to the Otter Crest overlook. It will be well signed and no doubt attract virtually the same number of people as it now does. Even if it did not the Highway Department could not be charged for loss of business. Therefore, I feel that any item of severance with respect to the property lying Westerly from the Coast Highway is purely fictitious. Rather than being hurt by the highway I believe that Mr. Badley enjoys a peculiar benefit.

Referring to the part of Mr. Badley's property lying Easterly from the old highway we are, as you know, taking an area of variable width across the Badley holdings for the construction of the relocated Coast Highway. Mr. Badley's property Easterly from the old highway is now served by a single road that enters the Coast Highway just Northerly from the Otter Crest overlook. The road is quite steep and runs practically due East to Mr. Badley's farm buildings and home. It could hardly be considered a good road for use in connection with the development of the Badley holdings. After reconstruction of the highway Mr. Badley will have a better connection to his property lying Easterly from the new right of way and I understand it is part of the settlement to grant approaches on the Westerly side of the new location so that a loop road may be built around the 4.36 acre tract on the point that Mr. Badley is to retain.

The construction of the new highway will result in a substantial saving to Mr. Badley in the development of his remaining property. In other words, to build adequate and safe roads for development of the Badley tract East of the old highway would be a costly proposition which cost will be materially reduced by our contemplated reconstruction. I, therefore, think that Mr. Dryer's item of severance is entirely unreasonable and in substantiation of this I give you Mr. Dryer's own appraisal of land made in the year of 1947. At that time Mr. Dryer placed a value of $27,576.50 which included the 4.36 acre tract, which is now to be retained by Mr. Badley, and which is admitted to be by far the most desirable and valuable piece of property in the Badley holdings.

It is my opinion that when we get above $20,000 as the value of the Badley taking we are getting in the realm of speculative values only. I hope that this letter does not add further to the confusion in this long and troublesome case. It is certainly not written with that in mind but merely to point out to you the facts as I see them. If I can give you anything further or be of any assistance in this matter please let me know.

Very truly yours,

By

FORREST COOPER
Right of Way Engineer

FC:mmh

RECEIVED
DEC 13 1949
FOR FILING

Dec. 12, 1949
Salem, Oregon

Mr. J. M. Devers

In your letter of December 1 you asked that we expedite our study of rights of way on the Badley property and the Pacific Shore Land Company, in which Badley is interested, near Otter Crest on the Coast Highway.

In the first instance, Mr. Badley had requested that, if possible, we reduce the width of right of way on the uphill side of the highway near his present home, so that he would have room for a frontage road to serve building sites he desired to put on the market. We have found that we can reduce the right-of-way width between Stations 586 and 592 by 25 feet, which would provide enough width for a 20-foot wide frontage road. This is the very minimum we can get along with. We are now preparing revised descriptions for the lesser amount of right of way.

In respect to the Pacific Shore Land Company's property, in which Mr. Badley is also interested, I wish to advise that the right-of-way width was reduced between Station 835 and Station 845 in order to allow Mr. Badley to retain shore rights between those stations. We must retain the shore land fronting the highway throughout the rest of the property in order to maintain the highway safety, since this entire terrain rests upon a slip plane and we must keep the drainage open to prevent the whole mass from sliding into the ocean. Between the time when the original location was made and the retracing of the line prior to working up the job for construction, the entire mass had moved oceanward more than a foot. We have stabilized this by intensive drainage, but the terrain will not be stable for a highway or be safe for buildings, if we do not own the land and have unlimited access to all the drainage.

We took considerable calculated risk when we located the highway south from Otter Crest. This was necessary and had to be done in order to get an adequate alignment, but we cannot afford to jeopardise the project by failure to acquire this frontage. It is dangerous for building purposes, which point should be stressed in the condemnation proceedings.

WCW:me
W. C. Williams

cc Mr. H. G. Smith

FORM E-30 15M 12-48 27999

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 7th, 1949

SUBJECT:

W C [illegible]

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

A study has been made of the request of Mr. Badley that we reduce the right of way width from Station 586 to Station 592 in order to permit him to have room for a service road on top of the cut.

I believe this can be reduced by 25 feet without taking an undue chance on unstable slopes. Therefore, I have instructed that the map and description be changed to provide for a 125-foot right of way between those stations. This is the very minimum we can get along with.

With respect to the condemnation suit against the Pacific Shore Land Company, in which Mr. Badley is also interested, I wish to advise that the right of way width was reduced between Station 835 and Station 845 in order to allow Mr. Badley to retain shore rights between those stations. We must retain the shore land fronting the highway throughout the rest of the property in order to maintain the highway safety, since this entire terrain rests upon a slip plane and we must keep the drainage open to prevent the whole mass from sliding into the ocean. Between the time when the original location was made and the retracing of the line prior to working up the job for construction, the entire mass had moved oceanward more than a foot. We have stabilized this by intensive drainage, but the terrain will not be stable for a highway or be safe for buildings, if we do not own the land and have unlimited access to all the drainage.

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Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

FORM E-30 25M 6-49 32802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 1, 1949

SUBJECT:

To:
Mr. W. C. Williams
Assistant Highway Engineer
Office

NOTED
W C WILLIAMS

Dear Mr. Williams:

You will recall that we have two condemnation actions pending in Lincoln County. One involves Mr. and Mrs. Badley's property, and the other involves property owned by a corporation in which the Badleys are interested.

One of the parties interested in the corporation property was in while you were away and insisted that we determine just what we want to do out there and then do it.

As soon as you catch up with your work I would like to talk these two matters over with you because the owners of the property want to do some improving and they are getting a bit impatient.

Very truly yours,

J M Devers
J. M. DEVERS

JMD:NH

Pacific Shore Land Company
835 / 845 Simonds

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FOR FILING
FORM E-30 15M 12-48 27999

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

September 12, 1949
Salem, Oregon

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

Dear Sir:

Reference is made to the attached letter from Mr. Devers pertaining to a new description of the Badley property at Otter Rock.

I have this date handed to Mr. Devers a final description of the Badley property together with maps showing the areas as staked on the ground.

Very truly yours,

H. G. Smith
Construction Engineer

By: Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:es
Enclosure

FORM E-123 15M 8-49

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Aug. 18, 1949

REFERRED TO
Mr Devers.
Hy Asst. Chief Engineer

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

We have had pending since July 2, 1947, a complaint involving the Badley property at Otter Rock. The complaint was filed so as to protect the State's rights and keep the Badleys from going ahead with contemplated improvements.

There have been several conferences between members of the Department and the Badleys, and I think we have agreed now upon the location of the highway and the quantity of land that we need, but I haven't been furnished a new description. I have been promised one for quite some time. The Badleys are getting impatient, and justly so, for they are being held up on their contemplated improvements.

I wish you would arrange to get the new description at the very earliest date, so that I can contact the Badleys and try to close this matter. They have cooperated with us and have been very patient, but they are now getting to the point where their patience is exhausted. Will you please help me out.

Yours very truly,

J M Devers
J. M. DEVERS

JMD:FRC

RECEIVED
APR 22 1949
FOR FILING

Salem, Oregon
April 21, 1949

Mr. H. G. Smith

The Pacific Telephone and Telegraph Company propose to build a telephone extension to serve Mr. Badley's property at Otter Crest. As we are about to complete the acquisition of right of way for the new location of US101 from Mr. Badley, it would appear that our right of way line should be staked so that the telephone line can be constructed in a position that will not require removing. Will you please arrange to have the right of way staked, perhaps it is already done, and then have the engineer contact Mr. Boushay of the Telephone Company, who would be pleased to look over matters on the ground with our engineer.

W. C. Williams

WCW:me

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Apr. 20, 1949

IN REPLY PLEASE
REFER TO FILE

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

I talked again to Mr. Boushay of the Telephone Company after I talked to you, and I advised him that you planned to send an engineer out to Mr. Badley's place to stake out our right of way so that Badley can then give the Telephone Company a temporary permit for the installation of the telephone poles and facilities, and then when we acquire the right of way, the State can issue a permit. He told me that if you would let him know when your engineers are going out, the Company will have an engineer at the same time on the ground so that they may be fully informed as to the lines.

I think that the location of the poles should be such that they will not have to be moved. In other words, they should be on the outer boundary of the right of way. I will appreciate it if you will contact the Telephone Company.

Yours very truly,

J. M. DEVERS

NOT
W. C. WILLIAMS

JMD:FRC

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NOV 15 1948
FOR FILING
FORM E 30X 18M 11-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 10, 1948

SUBJECT:

To: Memorandum for File L 1410

L

Mr. and Mrs. Badley, who are part owners in the property involved in this case, were in today to discuss the possibility of a settlement rather than forcing the controversy through court. They said that they had talked with the other owners and all have taken the position that if all the State wants or needs is additional right of way and drainage privileges, the thing can be settled, for they say they are perfectly willing to negotiate for the additional right of way and work out some arrangement by which the State will have drainage privileges without taking the entire property. Mr. Badley indicated that so far as price is concerned, he felt sure the owners would settle on the same basis that we settled with Mrs. Echols.

While they were here I called Mr. Williams and discussed the matter briefly with him and he said that it is his opinion that all the State needs now is additional right of way and ample drainage. I told the Badleys that we would try to arrange to call on them sometime next week to discuss on the ground the terms of a settlement.

J. M. DEVERS

NOTED
W. C. WILLIAMS

JMD:avh
cc - W. C. Williams

RECEIVED
OCT 14
FOR FILING

Salem, Oregon
October 13, 1948

Mr. F. B. Eason

I am advised that you have not yet staked the limits of the Badley property on the Oregon Coast Highway. Failure to stake this property is holding up a settlement with Badley and a settlement is in turn holding up the Highway Commission's approval of the location at this point.

Please make every effort to have this property staked at the earliest possible date.

W. C. Williams
Assistant State Highway Engineer

WCW/gd

cc: J. M. Devers
H. G. Smith

FORM E-30 10M 8-46 25682

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 11, 1948

SUBJECT: Files 4243 and 4244

To: Mr. W. C. Williams
Assistant State Highway Engineer

NOTED
W C. WILLIAM

Dear Mr. Williams:

Reference is made to your communication of the 30th with reference to property of G. W. Shoemaker and A. A. Weigner on the Oregon Coast Highway in Lincoln County.

I have just discussed the Badley property with Mr. Devers and he advised me that there is practically an agreement with respect to the property but that Mr. Badley is waiting until some engineering work is done in connection with staking out the location of some of his proposed buildings.

It appears that Mr. Walters was to have done this but he is going away on vacation. Mr. Badley was in the office not long ago and it would be satisfactory to him to have some other engineer to do the work, but probably it would be preferable to have Mr. Walters do it as he is more familiar with the situation,

If this work can be done in time it would appear that as far as the Badley property is concerned the Commission might be requested to approve the survey and authorize the acquisition of at least the Shoemaker and Weigner rights of way at the next meeting.

Very truly yours,

J. M. Devers

By J. W. DeSouza m.a.
J. W. DeSouza
Assistant Counsel

JWD:ma

RECEIVED
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 27, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant Highway Engineer
Office

Dear Mr. Williams:

I do not want to appear impatient, but the Badleys out at Otter Rock are anxious to have us tell them just where we intend to locate the highway through their property and how much land we want to take and in what manner we want to take it.

I understood that the engineering staff had decided on the location which will be recommended, but I have not yet been advised, so at your early convenience will you please give me a map showing the location as it affects the rest of Mr. Badley's property and a description of the area that we want, and then I will arrange a conference with the Badleys, and if it is convenient, I would like to have you go along.

Yours very truly,

J M Devers
J. M. DEVERS

W. C. WILLIAMS

JMD:avh

RECEIVED
JUL 17 1947
FOR FILING

Agenda Itam 3-g
June 16 and 17, 1947

Salem, Oregon
July 9, 1947

Mr. J. M. Devers

This note is to remind you that the Commission, at its June meeting, instructed you to negotiate with Mr. Badley for the right of way needed in connection with the proposed realignment of the Oregon Coast Highway at Otter Crest.

You were authorized to acquire the property by condemnation if a satisfactory settlement cannot be reached, and you are to consult with the Commission by telephone regarding the amount you should offer for the property in condemnation.

Secretary

eo

RECEIVED
JUL 9 1947
FOR FILING

Salem, Oregon
July 8, 1947

Cross Referenced To

Mr. J. M. Devers

In answer to your letter of June 27 with reference to your file R 4245, advise that a progress report was made to the Commission at the May meeting advising that a projection had been made at Otter Crest by which the existing road was widened opposite the parking overlook with a maximum 14-degree curve. Based on a right-of-way cost of $50,000 on the 10-degree Scott line versus the $5,000 right-of-way cost on the 14-degree line, the estimated costs of the two schemes were practically the same, or $216,000. A more favorable operating economics would, of course, result from the use of the 10-degree curve, which has a quotient of 0.99 versus a quotient of 0.61 for the 14-degree line.

At the meeting of the Commission it was decided that, if the two costs were practically the same, the better line should be secured and the extra $45,000 expended for right of way instead of construction cost, but the Commission suggested that a compromise line between the two be tried in an endeavor to miss Mr. Badley's house and leave him the building site on the east of the highway. This was done and Mr. Banfield at an inspection on the ground approved the use of a 12-degree curve. While we have not completed the design on the 12-degree line to an exactitude, all indications are that it will be a little cheaper than the 10-degree curve line or Scott line.

R. H. Baldock

RHB:hi
cc: H. G. Smith

RECORD OF ASSIGNMENT

4967

DESCRIPTION: Let of June 27 from Devers re Badley property at Otter Crest.

DATE: JULY 2, 1947

ASSIGNED TO: SMITH

(Investigation and report to this office
(Reply direct with copy to this office
(Return with drafted reply
(Comment or recommendation and return to this office
X (Investigation and such action as is necessary
(Please prepare reply for my signature
(

REPORT RECEIVED: 7-7-47

REMARKS: HI

FORM E-30 25M 7-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 27, 1947

SUBJECT: R 4245

To:

Mr. R. H. Baldock
State Highway Engineer
Office

L

Dear Mr. Baldock:

I had a conference a few days ago with Mr. Banfield about the Badley property at Otter Crest, and I am proceeding on the assumption that as represented in your communication addressed to the Commission under date of June tenth in which you discuss the recent survey, that if that survey is adopted the State can save $50,000.00. I do not find anywhere in the file a positive statement to that effect, and I would like to have you write me setting out the estimate of saving which is possible by your last location.

I must get my complaint out by Tuesday, and we are proceeding on the assumption that your recommended location makes possible at least a $50,000.00 saving. Please let me know definitely on this point.

Yours very truly,

J M Devers
J. M. DEVERS

JMD:avh

REFERRED TO
H G Smith
By Chief Engineer

Prepare
reply

RECEIVED
JUN 11 1947
FOR FILING

June 10, 1947

Oregon State Highway Commission

Cross Referenced To

Gentlemen:

Another relocation study has been made at Otter Crest on US101, the Oregon Coast Highway. Mr. Banfield viewed the suggested change about two weeks ago.

In this plan a 12° curve would be used and the present overlook retained as the exclusive parking place. It was not possible, however, to avoid moving the Badley house, but more relatively level land is left above the highway for the relocation of the buildings.

It is felt that this plan should lessen the right of way cost, since it removed Badley's contention that his business would be ruined by the construction of a higher overlook.

This plan will lessen the construction cost over either the original plan, or the one proposed at the overlook elevation. It will not be quite as satisfactory from a traffic standpoint as the original relocation, but considerably safer and faster than the alternate proposal. It is an improvement over the original relocation from a scenic standpoint.

A model is being prepared which should illustrate the advantage of this plan which will be available at Commission Meeting. Your adoption of the relocation described is recommended.

Very truly yours,

R. H. Baldock
State Highway Engineer

RECEIVED
MAY 27 1947
FOR FILING

Salem, Oregon
May 26, 1947

Mr. H. G. Smith

Mr. Devers and I are to make a joint report on the location at Otter Crest.

Please prepare a map and a brief report on the advantages of the new line and I will go over it with Mr. Devers and prepare a joint report with him.

R. H. Baldock

RHB:hi

FORM E-90 25M 3-47

AGENDA
MAY 16 1947

3-7

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 14th, 1947

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
Office

NOTED
State Highway Engineer

Dear Sir:

A project analysis has been made of the two schemes at Otter Crest, one using the Scott revision with a 10° curve and additional parking places, and the other with a maximum 14° curve using the existing overlook for parking. The cost of the two schemes, figuring the right of way cost at $50,000 on the Scott line versus $5,000 on the 14° curve, are about the same, or practically $216,000.

However, on account of the shortened distance the Scott line has a much more favorable quotient, a Q_c of .99 versus a Q_c of .61 for the 14° line, or if figured without including the federal contribution a Q_c of 1.58 on the Scott line and a Q_c of 1.17 on the 14° line.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

98 1.21

.63

.71
.59
1.12

1.3

6

Form [illegible]
STATE PRINTING DEPT.

Work Sheet

50% Federal Aid

OREGON STATE HIGHWAY DEPARTMENT

Highway Project Analysis

Location of project Otter Crest County Lincoln

Description of project Scott's 1945 Revision

Highway number 9 Highway system Primary

Length 0.59 Date of analysis May 12,1947

Analysis made by Flory Checked by

I_{ar} — \$ 2,196 K_1 — 0.6273

C_a — \$ 11,378 K_2 —

B_n — \$ 10,806 K_3 —

B_f — \$ 3,002 K_2K_3 —

K_1C_a — \$ 7,144 $1\text{-}K_2K_3$ —

$Q_s - I_{ar}/K_1C_a -$ 0.31

$Q_{Bn} - B_n/K_1C_a -$ 1.51

$Q_{Bf} - B_f/K_1C_a -$ 0.42

$Q'_s - Q_s - K_2K_3Q_{Bf} -$ 1.93

$Q_c - 0.707\ [Q_s + Q_{Bn} + Q_{Bf}\ (1 - K_2K_3)] -$ 1.58

Form E36—3M—6-39
STATE PRINTING DEPT.

Work Sheet

OREGON STATE HIGHWAY DEPARTMENT

Highway Project Analysis

Location of project Otter Crest County Lincoln

Description of project Scott's 1945 Revision

Highway number 9 Highway system Primary

Length 0.59 Date of analysis May 12,1947

Analysis made by Flory Checked by

I_{ar} = $ 1136

C_a = $ 11,573

B_n = $ 10,806

B_f = $ 5,9[illegible]

K_1C_a = $

K_1 =

K_2 =

K_3 =

K_2K_3 =

$1-K_2K_3$ =

$Q_s = I_{ar}/K_1C_a$ = 0.19

$Q_{Bn} = B_n/K_1C_a$ = 0.95

$Q_{Bf} = B_f/K_1C_a$ = 0.50

$Q'_s = Q_s - K_2K_3Q_{Bf}$ = 1.21

$Q_c = 0.707\,[Q_s + Q_{Bn} + Q_{Bf}\,(1 - K_2K_3)]$ = 0.99

Form E26—3M—6-30
STATE PRINTING DEPT.

Work Sheet

OREGON STATE HIGHWAY DEPARTMENT

Highway Project Analysis

Location of project Otter Crest **County** Lincoln

Description of project 1 9 47 Revision

Highway number 9 **Highway system** Primary

Length 0. 71 **Date of analysis** Aug 1[illegible],1947

Analysis made by Flory **Checked by**

I_{ar} = $ 2,64[illegible]

C_a = $ 11,5[illegible]

B_n = $ 5,[illegible]67

B_f = $ 1,9[illegible]

K_1C_a = $

K_1 =

K_2 =

K_3 =

K_2K_3 =

$1\text{-}K_2K_3$ =

$Q_s = I_{ar}/K_1C_a$ = 0.[illegible]

$Q_{Bn} = B_n/K_1C_a$ = 0.[illegible]

,63

$Q_{Bf} = B_f/K_1C_a$ = 0. 17

$Q'_s = Q_s - K_2K_3Q_{Bf}$ = 0.[illegible]

$Q_c = 0.707\,[Q_s + Q_{Bn} + Q_{Bf}\,(1 - K_2K_3)]$ = 0.61

Form 236—2M—6-30
STATE PRINTING DEPT.

Work Sheet

50% Federal Aid

OREGON STATE HIGHWAY DEPARTMENT

Highway Project Analysis

Location of project	Otter Crest	**County**	Lincoln
Description of project	1947 Revision		
Highway number	9	**Highway system**	Primary
Length	0.71	**Date of analysis**	May 12, 1947
Analysis made by	Flory	**Checked by**	

I_{ar} — $	2,646	K_1 =	0.5207
C_a — $	11,240	K_2 =	
B_n — $	5,287	K_3 =	
B_f — $	14,966	K_2K_3 =	
K_1C_a — $	5,937	$1-K_2K_3$ =	

$Q_s = I_{ar}/K_1C_a =$ 0.44

$Q_{Bn} = B_n/K_1C_a =$ 0.88

1.21

$Q_{Bf} = B_f/K_1C_a =$ 0.33

$Q'_s = Q_s - K_2K_3Q_{Bf} =$ 1.21

$Q_c = 0.707\,[Q_s + Q_{Bn} + Q_{Bf}\,(1 - K_2K_3)] =$ 1.17

May 10th, 1947

Station 573+50 - 605+00 = 599+00

[illegible] DIVISION
14° Curves

		Unit	Quantity + 10%	Unit Price	Amount
1.	Clearing & Grubbing	All	11 Acres		$1[illegible],000.00
2.	Structural Excavation	Cu. Yd.	220	$2.50	550.00
3.	Trench Excavation	" "	200	2.50	500.00
4.	Excavation Common	" "	132,000	0.40	52,800.00
5.	Excavation Solid Rock	" "	71,500	0.80	57,200.00
6.	Short Overhaul	Yd. Sta.	300,000	0.015	4,500.00
7.	Long Overhaul	C-Yd. Sta.	--------	----	----------
8.	Rounding Cutbanks	Lin. Ft.	3,800	0.15	570.00
9.	Finishing Roadbed & Slopes	Mile	0.60	800.00	480.00
10.	Hand Placed Rock Slope on Embankment	Sq. Yd.	550	4.00	2,200.00
11.	12" Concrete Pipe	Lin. Ft.	50	1.50	75.00
12.	18" " "	" "	570	3.00	1,710.00
13.	18" Corr. Dipped Mtl. Pipe	" "	70	2.75	192.50
14.	Concrete Traffic Separator	Sq. Yd.	300	2.75	825.00
15.	Concrete Curb	Cu. Yd.	77	40.00	3,080.00
16.	3"-0" Mat'l. in Rock Base	" "	6,150	2.50	15,375.00
17.	3/4"-0" Mat'l. in Rock Base and Shoulders	" "	3,000	2.50	7,500.00
18.	Sprinkling	M-Gal.	250	2.50	625.00
19.	Preparation of Base	Mile	0.60	250.00	150.00
20.	Min. Aggregate in Place	Cu. Yd.	1,400	4.00	5,600.00
21.	121-200 Asphalt	Ton	104	32.00	3,328.00
22.	RC-3 or Emul. Asphalt	"	21	32.00	672.00
23.	Roadway				3,500.00
					$191,432.50
		+10% Engr. & Contingencies			19,167.50
					$210,600.00
		Right of Way			5,000.00
					$215,600.00

Station 573+50 - 599+00

OTTER CREST REVISION
by J. H. Scott 1945
10° Curve

		Unit	Quantity + 10%	Unit Price	Amount
1.	Clearing & Grubbing	All			$10,000.00
2.	Structural Excavation	Cu. Yd.	150	$2.50	375.00
3.	Trench Excavation	" "	40	2.50	100.00
4.	Excavation Common	" "	94,550	0.40	37,820.00
5.	Excavation Solid Rock	" "	41,000	0.80	32,800.00
6.	Short Overhaul	Yd. Sta.	571,000	0.015	8,565.00
7.	Long Overhaul	C-Yd. Sta.	27,700	0.40	11,080.00
8.	Rounding Cutbanks	Lin. Ft.	3,200	0.15	480.00
9.	Finishing Roadbed & Slopes	Mile	0.50	800.00	400.00
10.	8" Pipe	Lin. Ft.	130	1.00	130.00
11.	18" Pipe Standard	" "	450	3.00	1,350.00
12.	Concrete Curb	Cu. Yd.	100	40.00	4,000.00
13.	" Traffic Separator	" "	90	40.00	3,600.00
14.	3"-0" Rock in Base	" "	5,000	2.50	12,500.00
15.	3/4"-0" Rock in Base	" "	2,500	2.50	6,250.00
16.	Sprinkling	M-Gal.	250	2.50	625.00
17.	Preparation of Base	Mile	0.50	200.00	100.00
18.	Min. Aggregate in Place	Cu. Yd.	2,350	4.00	9,400.00
19.	121-200 Asphalt	Ton	165	32.00	5,280.00
20.	RC-3 or Emul. Asphalt	"	35	32.00	1,120.00
21.	Approach Road				5,000.00
					$150,975.00
		+10% Engr. & Contingencies			15,125.00
					$166,100.00
		Right of Way			50,000.00
					$216,100.00

RECEIVED
APR 1 1946
FOR FILING

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 1, 1946

SUBJECT:

To: Mr. C. B. McCullough,
Office.

Dear Mr. McCullough:

Some time ago the Commission authorized us to take options on all of the properties needed for relocation or line changes along the Coast. One of the properties which is terribly important because of probable improvement by the owner is the location through the Badley property.

At the last meeting I assured Mr. Banfield that we would immediately assign someone to contact Mr. Badley so that if we are unable to reach an agreement we can protect the State's interests by condemnation.

I was about to assign Mr. Collins, who is now on the Coast engaged in another assignment, but was told yesterday that some change is being made in the location through the Badley property. I will appreciate it if I may be given the final location and the revised description at the earliest possible moment.

Yours very truly,

J M Devers
J. M. DEVERS

JMD:PW

Note: Original referred to H. G. Smith March 2, with request that correct right of way descriptions be furnished Mr. Devers as soon as possible.

REFERRED TO RHB
By Asst. Chief Engineer

Do you desire to discuss. this with Mr Devers ?

RECEIVED
DEC 16 1952
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 8, 1952

SUBJECT:

To: Mr. J. D. Walker
Division Engineer
Office

Dear Sir:

The subcontract between Funderburk-Stoen Construction Company and Earth Movers, Inc., covering portions of Items 1, and 3 through 22, inclusive, and Item 30, involving approximately $300,000, on the Depoe Bay - Miner Creek Section of the Oregon Coast Highway, Ore. BF-110 (7), is approved, and you may so inform the interested parties.

It is our understanding that the prime contractor will eventually subcontract additional portions of this project, and extreme caution must be executed to see that he does not exceed the 50% limitation set up by Bureau of Public Roads specifications.

Four copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

Encls.

EAP:sh

cc V. C. Williams ✓
C. G. Polk (2)

RECEIVED

FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

November 19, 1952

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
255 S. W. Broadway
Portland 5, Oregon

Re: State Highway Commission
v.
Wilbur F. Badley, et ux.
L 1485

Gentlemen:

Mr. and Mrs. Wilbur Badley, the defendants in the above-entitled action are represented by the Portland law firm of Cake, Jaureguy and Toose, and Mr. Cake plans to discuss with the Commission personally at its November meeting the possibility of effecting a settlement of this matter. I am setting forth in this letter a resume of the history of this case and the facts pertaining to the acquisition that is presently required, so that the Commission may be fully advised in considering any proposed settlement that may be offered by Mr. Cake.

It appears from the file that the negotiations for the acquisition of the Badley property at Otter Crest for right of way of the relocated Oregon Coast Highway commenced as far back as 1[illegible]; however, it appears that no definite action was taken other than preliminary negotiations until 1947. The original acquisition included two parcels of property, with one parcel consisting of 28.39 acres, of which 6.02 acres lay in the existing right of way, leaving a net new area of 22.37 acres, and the second parcel of property contained 10.68 acres, of which 3.98 acres lay in the existing right of way, leaving a net new area of 6.7 acres, for a total net new area of 29.07 acres. The real property included in this acquisition either embraced all or part of the several improvements located upon the land, or was so close to minor remaining improvements that it was considered that the acquisition included also the full value of all of the improvements. There was no control of access involved in this acquisition in any respect. The first of the above two mentioned parcels was for right of way of the relocated Oregon

Coast Highway, and the second of the above two-mentioned parcels was for parking facilities for the development of the area for park, scenic and recreational uses.

By letter dated June 27, 1947, Mr. Devers offered to the Badleys in behalf of the Highway Commission the sum of $50,000.00 for this property, which offer was apparently based upon appraisals then secured, as disclosed by the file, in the following amounts:

Horace A. Dryer	$ 27,576.50
C. W. Parker (Right of Way Agent)	34,860.00
Paul Baird (Depoe Bay)	62,100.00

In response to this letter of offer, according to a letter in the file written by Mr. Devers to Mr. Banfield, Mr. Badley called at the offices of the Highway Department in Salem on June 30, 1947, and advised that he did not wish to accept the offer, but rather desired the opportunity to discuss with the Commission his desire to use the land included in the taking which the State did not require for right of way purposes, and Mr. Badley was advised by Mr. Devers at that time that the complaint would be filed and that Mr. Badley would be given a letter to the effect that he would not need to make an appearance if he wanted additional time within which to think the matter over, or possibly appear personally before the Commission. In accordance with this understanding a complaint was filed on July 2, 1947, and on the same date Mr. Devers wrote to Mr. Badley advising him that he need not make an appearance in the case until he and Mr. Devers had had an opportunity for further conference, or until Mr. Badley had an opportunity to discuss the matter personally with the Commissioners, if he desired to do so.

By letter dated October 2, 1947, Mr. Devers also advised Mr. Ralph Cake, who was then representing Mr. Badley, that no appearance need be made in the case until Mr. Devers and Mr. Cake had an opportunity to discuss the case in the hopes of reaching an agreement.

In response to Mr. Badley's request that he be permitted to retain for his own development land not actually required for right of way, additional studies of the matter were made by the Engineering Department, and according to a memorandum in the file, Mr. Walters and Mr. Astrup, of our Engineering Department, met with Mr. Badley on the land in the early part of November, 1948, and at least tentatively arrived at an agreement as to changes in the location of the highway so as to leave to Mr. Badley the land he desired for his own development.

The descriptions for the revised acquisition, together with a map showing the same, were prepared in the first part of September, 1949, and forwarded at that time to Mr. Badley for his consideration, in response to which Mr. Badley requested that Mr. Walters, of our Engineering Department, point out to him on the ground the right of way lines, which was done on September 27, 1949. Mr. Walters reported on this conference that Mr. Badley was pretty well satisfied with the project, except for a few details which included his desire to retain more property than had been set up in the new descriptions, and also his desire for certain approaches from the parking area to connect with his crest development. Mr. Walters also recommended that a change be made in the descriptions to provide for an easement for daylighting the cut upon the property and further reporting that Mr. Badley intended to come to Salem to consult with the Construction Engineer and Designer so as to iron out all of the construction features. Upon giving further consideration to Mr. Badley's request, it was determined that the right of way width could be further reduced in certain instances and new descriptions were prepared.

Subsequently, in April, 1951, the property was reappraised on the basis of the revised taking in the following amounts:

Mr. W. F. Collins (Highway Department)	$ 19,847.00
Mr. Horace A. Dryer	28,000.00
(There is reference in the file to an intermediate appraisal by Mr. Dryer in the amount of $17,020.00, but I can find no written appraisal report covering this appraisal)	
Mr. Herbert Gordon (Oceanlake)	25,000.00

Following the receipt of these appraisals on the revised acquisition, Mr. Devers engaged in considerable correspondence with Mr. Badley and had numerous conferences with him in an effort to negotiate for the purchase of the property for the price of $25,000.00. This was not acceptable to Mr. Badley and the lowest figure that he was agreeable to accepting was $35,000.00 on the basis of the revised taking.

In November of 1951 we received notice from the Circuit Court that the Court would dismiss the case for lack of prosecution unless sufficient cause were shown for it being retained as a pending case. At that time I filed an application to continue the case as a pending case, supported by my affidavit setting forth the reasons why the matter had not been prosecuted to final determination, and the Court allowed my application and continued the case as a pending case.

In addition, Mr. Cake executed a stipulation to strike, which stipulation was filed in the court, agreeing that the case not be dismissed at that time for lack of prosecution.

In compliance with instructions from Mr. Chandler, Mr. Cooper called upon Mr. Badley at Otter Crest on March 31, 1952, in an effort to secure a settlement, at which time Mr. Badley requested that certain other matters be included in the settlement, involving principally approaches to the highway, the placing of conduits for water pipes, and the State to move certain buildings, as well as to restore all existing water lines, and it was readily apparent that our idea of value and that of Mr. Badley's were too far apart to be resolved without prejudicing the State.

At the August, 1952, meeting of the Highway Commission, the Commission adopted the revision of the location of the highway to conform with the present plans of construction. By letter dated August 15, 1952, this office advised Mr. Ralph Cake that, since the filing of the original complaint, the location of the highway has been changed, thereby requiring different right of way, and that we intended to start this case anew on the basis of the revised acquisition, and to expedite the matter we prepared and enclosed with this letter a stipulation for Mr. Cake's signature, if it met with his approval, to effect the dismissal of the existing case. You may recall that Mr. Cake visited briefly with the Commission during a recess at its September meeting, and requested at that time that the matter be left without signing the stipulation until after the Highway Commission had made its new offer to Mr. Badley, based upon the latest revised taking.

Final descriptions were prepared September 17, 1952, and were supplied to our appraisers, and we received tentative appraisals in the following amounts:

James Rodman, Jr., Eugene (written report)	$ 12,150.00 (not including timber)
Claude Murphy (telephonic report)	$ 10,000.00 to 12,000.00
Horace Dryer (telephonic report)	$ 13,000.00 to 14,000.00

Based upon the best appraisal information that we then had, I submitted a new offer to the Badleys, sending a copy of the letter to Mr. Ralph Cake, on September 30, 1952, offering the sum of $13,150.00.

So that you may have full knowledge of the property now being sought, as well as the access provisions involved in the new acquisition, I enclose herewith a copy of this letter of offer, together with a map showing the property sought to be acquired. We did not have the appraisal information available to negotiate with Mr. Cake, as he requested, until September 30, 1952, and of course at that time Mr. Cake was in the east. I wrote to Mr. Cake on October 1, 1952, advising him that since the contract had been awarded we planned to file a complaint, including the amended description, and further advised him that the filing of this complaint would in no way prevent our negotiating to effect a settlement of this matter.

It then became necessary to withhold the filing of the complaint for a few additional days when it was learned that we required another parcel of property in the vicinity of Whale Cove for the same section of highway that was also owned by Mr. Badley, for if condemnation of this additional parcel were also necessary, it would have been desirable to include it in the same condemnation suit; however, we were able to acquire this separated parcel by negotiation. I left instructions with Mr. McKinney to file the new complaint during my absence at Fort Benning, Georgia, after it had been determined whether or not this additional parcel could be acquired. We subsequently received a letter from Mr. Badley, neither accepting nor rejecting the offer, but requesting that we supply Mr. Cake with a map showing the details of the acquisition, and in compliance with this request, the appropriate pages of the construction plans were forwarded to Mr. Cake on October 7, 1952, and at that time Mr. Cake was again asked to sign the stipulation for the dismissal of the present case so that the new complaint could be filed before our contractor had to take possession of the property. When no reply was had to this request, a letter was written to Mr. Schwab, who was acting in behalf of Mr. Cake in his absence, advising that we were that date filing a motion for a judgment of nonsuit and enclosed with the letter to Mr. Schwab a certified copy of the motion, as well as a copy of the order being submitted to the Court. Mr. Schwab then wrote to Judge McHenry, sending a copy of his letter to this office, requesting that the Court not set this motion for hearing, or take any action upon the motion, until such time as Mr. Cake might be heard for the reason that the history of the case showed that no urgency existed in the matter, whereupon it was necessary for this office to advise the judge that it was necessary to dispose of this matter so as not to delay the construction of the highway, and requested that the matter be set for hearing on or about November tenth, and the Court set the matter for hearing on its regular motion day on November tenth.

At the request of Mr. Cake made through Mr. McIver, we subsequently requested the Court to remove this motion from the motion docket for November tenth and to place it upon the docket for the next motion day, which is on December 8, 1952, and it was informally agreed at that time that Mr. Cake would discuss the matter personally with the Commission at its next meeting on November twenty-fourth and twenty-fifth, in an effort to effect a settlement of the case at that time, and in the interim we are protected by a letter from Mr. Dwight Schwab, written in behalf of Mr. Cake, giving us the right to go upon the property, even though the correct property is not presently described in the complaint filed in court. Mr. Schwab requested the Court, based upon this informal agreement, to postpone the motion indefinitely; however, when this matter came before the Court for consideration we requested the Court at that time to remove the motion from the motion calendar of that day and reset it for the next regular motion day on December eighth. This was done for the protection of the State to insure that the status of the matter would not change in so far as the court proceedings were concerned should it develop that a settlement of the case could not be had. At the present time we have an absolute right to secure a judgment of voluntary nonsuit, for the defendants have made no appearance or counterclaim in this case; however, if for any reason following a failure of negotiations the defendants might make a counterclaim in this case, then we would not have our right of nonsuit as a matter of unquestionable right, as is now the case. Thus the status of this matter has been continued with no change in the rights or remedies of either party, pending an outcome of the Commission's discussions with Mr. Cake. Mr. Schwab has been fully advised of the present status of this matter.

We now have written appraisals of the property actually sought by this acquisition, as follows:

James Rodman, Jr. (Eugene)	$ 12,050.00
Claude H. Murphy (Salem)	12,400.00
Horace A. Dryer (Portland)	13,150.00

(All of the above appraisals include the timber upon the property; however, at the time these appraisals were made the appraisers did not have available a timber cruise, and their estimates as to the value of timber may not be fully accurate. We have secured a cruise of this timber that was made by Mr. L. C. Merriam, of the Parks Department, in the amount of 351 m.b.f. and a total value of $2,457.00. It appears that the appraisers have allowed approximately $1,500.00 in the above appraisals for the value of the timber.)

The above appraisals have been made on the basis of the property sought to be acquired, as set forth in my letter of offer of September thirtieth, including the access provisions contained therein, with the exception that the private access to be reserved on the easterly side of the highway at Station 501+00 is changed to Station 591+00, this being a typographical error in the letter of offer.

These appraisals also were made upon the basis of the present highway remaining open and connecting with the relocated highway, both northerly and southerly of Otter Crest, thereby in no way affecting the convenience of access to Mr. Badley's property lying westerly of the existing highway. The mere removal of traffic from the present highway and the placing of the same upon the relocated highway is not a legally compensable element of damage, and in my opinion Mr. Badley's remaining property lying westerly of the present highway is not damaged in any way by this taking.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
Encl.
cc - R. H. Baldock
H. B. Glaisyer
Forrest Cooper

RECEIVED
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October 23, 1952

Funderburk Construction Co. and
Stoen Construction Co.
Sutherlin
Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 3805, which was awarded to you on October 1, 1952 by the State Highway Commission, for grading on the Depoe Bay-Miner Creek Unit, Silets Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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October I4, I952

NOTED
H. G. SMITH

NOTED
W. C. WILLIAMS

M.T.Edwards
Attorney-at-Law
Brighton, Oregon

Re: Depoe Bay-Miner Creek Unit
U.S.Hiway IOI
Station 5I7+50

NOTED
W. C. WILLIAMS

Dear Sir:

Yesterday we received your letter of October 7th and were not aware of the water shortage at Miroco until that time. We feel the tenants should have informed us sooner.

Upon receipt of your letter we checked the matter and found, this A.M., a breakage in the pipe, which we are at this time temporarily repairing.

The matter of permanent repair to this pipe is still to be deceided upon by the Oregon State Hiway Commission. Therefore we can not make any permanent repair until such time as we are directed to do so by the Commission.

With regards to the ram and concrete block at Station 5I7+50, we directed our men to remove the ram to the South side of Rocky Creek Bridge, to protect it from any possible damage, after receiving the order to do so from the Engineer in charge, Mr. Ken Boardman. In regards to the concrete platform it still remains available for emergency use until a permanent one can be installed.

We hope this meets with your approval and at any time feel free to call our office at Depoe Bay.

Very truly yours,
Funderburk & Stoen Const. Co.

M.S.

RECEIVED
OCT 15 1952
OFFICE OF
STATE HIGHWAY ENGINEER

cc Ken Boardman
Public Utility Commission
State Hiway Commission

MS:me

COPY

M. T. EDWARDS
Attorney-at-Law
BRIGHTON, OREGON

October 7th, 1952.

PLEASE RETURN TO
W. C. WILLIAMS

Mr. Ed Funderbuck, Contractor,
Depo Bay,
Oregon.

Dear Sir:

Last Sunday I was down to Miroco to inspect the public water system that I own there. This after I received a letter from one of the water users there that they were out of water. I went down and was surprised to find all the trees in the canyon leading to the storage tank fell and piled haphazardly as they fell on top of the water pipe. This pipe was on top of the ground so whoever is doing the work there must have known the pipeline was there. It was impossible for me to find and follow the line under all the debris. There must be a break along this line somewhere and it is due to the work you are doing. I a lso went down to Rocky Creek to inspect the water ram that I had mounted there on a concrete block, but found the ram gone and the concrete block just about covered up. I was planning on using this ram as a help if the water got any lower.

I measured the flow into the tank and found that there is 40 gallons an hour there and there are no leaks in the tank or in the line down on the tract so your work there must have broken the pipe in the canyon. This is a serious situation and I am asking that you repair any damage to the pipeline at once and to be sure that the pipeline is not further damaged.

I am mailing a copy of this letter to the Public Utility Commission and to the State Highway Commission so that they will be advised of the condition there.

Please advise me.

Yours truly,

M T Edwards

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OREGON
STATE HIGHWAY COMMISSION

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OCT [illegible] 1952
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BF-110(7)

3805

October 2, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on September 22, 1952 on Concract No. 3805, Depoe Bay-Miner Creek Unit, Silets Bay-Miner Creek Section, in connection with Federal Aid Project No. BF-110 (7).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBF:mlr

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AGENDA

t-d

October 1, 1952

Funderburk & Steen Construction Company
Route 1, Box 295
Sutherlin, Oregon

Gentlemen:

The State Highway Commission on August 18 accepted your proposal to do grading and paving work on the Depoe Bay-Miner Creek Unit, Siletz Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County, for the sum of $1,245,874.00, and on the same day awarded Contract No. 3805 to you subject to clearance of right of way matters and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc - W. M. Franzwa
S. H. Probert
H. G. Smith
Goldie Lewsi

5 r C

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DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
October 1, 1952
4:10 p.m.

Funderburk & Steen Construction Company

Sutherlin, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Depoe Bay-Miner Creek Unit, Siletz Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County for which you submitted low bid on August 18, 1952. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc - Confirmation
C. W. Head
Accounting (5001-900)
Files

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OREGON DISTRICT

BF-110(7)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

October 1, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project BF-110(7), Depoe Bay-Miner Creek Unit of the Oregon Coast Highway, we hereby concur as of this date in award of contract, No. 3805, to Funderburk Construction Company and Stoen Construction Company of Sutherlin, Oregon, low bidder in the amount of $1,245,874.00 at the August 18, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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STATE HIGHWAY COMMISSION

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FORM E-30 25M 2-51 47190

[illegible]

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 11, 1952

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer

L

Field plans for the Depoe Bay-Miner Creek job show a 38-foot roadbed. This allows for a 22-foot surfacing with 4-foot shoulders (5-foot shoulders if 2.5 to 1 slopes are used at edges).

From Miner Creek south, the constructed shoulders have a width of 7 feet.

From Reedsport to Winchester Bay, the shoulder width is 8 feet.

From Winchester Bay to Clear Lake, the shoulders are 10 feet wide, except adjoining climbing lanes and for about one mile fronting on the lake.

Shall I take this up with Polk or will you?

S H Probert

S. H. Probert
Office Engineer

Done By WCW

SHP:gs

The description which accompanied the program calls for 5' shoulders.

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JUL 14 1952
OFFICE OF
STATE HIGHWAY ENGINEER

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PF-11 (1)
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ESTIMATE

DEPOE BAY-MINER CREEK SECTION

July 28, 1952

Item	Unit	Quantity	Unit Price	Amount
Clearing and Grubbing	All		$	$ 77,500.00
General Excavation, Location "A"	Cu. Yds.	39,042	0.45	17,568.90
General Excavation, Location "B"	" "	1,114,469	0.70	780,128.30
Trench Excavation	" "	300	3.00	900.00
Structural Excavation	" "	1,316	4.00	5,264.00
Short Overhaul	Yd. Sta.	3,323,468	0.015	49,852.02
Long Overhaul	C-Yd. Sta.	145,973	0.45	65,687.85
8" Perforated Drain Pipe	Lin. Ft.	2,000	1.25	2,500.00
12" Concrete Pipe	" "	339	2.00	678.00
18" Concrete Pipe	" "	2,860	3.75	10,725.00
18" Extra Strength Pipe	" "	1,200	4.10	4,920.00
24" Concrete Pipe	" "	244	4.75	1,159.00
24" Extra Strength Pipe	" "	195	5.75	1,121.25
30" Concrete Pipe	" "	211	7.25	1,529.75
36" Concrete Pipe	" "	433	9.50	4,113.50
Finish Roadbed and Slopes	Mile	4.647	700.00	3,252.90
3/4" - 0" Rock in Base and Shoulders	Cu. Yds.	10,000	2.50	25,000.00
2" - 0" Rock in Base and Shoulders	" "	46,500	2.25	104,625.00
3/8" - 0" Rock in Backfill	" "	1,000	5.00	5,000.00
RC-3 in Binder	Tons	182	45.00	8,190.00
Mineral Aggregate in Binder	Cu. Yds.	1,008	4.50	4,536.00
Class "B" Asphaltic Concrete	Tons	25,331	7.00	177,317.00
RC-4 Emulsified Asphalt in Seal	"	72	45.00	3,240.00
1/4" - 10 Rock in Seal	Cu. Yds.	427	4.75	2,028.25
Concrete Box Culvert	Each			55,000.00
Metal Guard Fence	Lin. Ft.	2,750	3.00	8,250.00
Concrete Sight Posts	Each	160	10.00	1,600.00
Fall Danger Trees and Snags	All			600.00
Pit Run Quarry Rock	Cu. Yds.	10,000	1.50	15,000.00
Sprinkling	M-Gal.	1,830	2.50	4,575.00
				$1,441,861.72
	12½% Engineering and Contingencies			180,232.72
		Total		$1,622,094.44
State Force Work:				
Move Telephone Poles				7,500.00
Surfacing and Oiling Detours				1,100.00
		Grand Total		$1,630,694.44

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October 1, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the Depoe Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County, Project BF-110 (7), to Funderburk & Stoen Construction Co. of Sutherlin, Oregon, on the basis of the bid of $1,245,874 submitted by it on August 18, 1952.

All rights of entry required for this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:tp

BF-110(7) Depoe Bay-Miner Cr. Unit, 1953
Siletz Bay-Miner Cr. Sec., Oregon
#3805 Coast Hwy. Folder # 2

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-110(7)

F. H. [illegible]

May [illegible], 1956

FINAL COST ANALYSIS
Grading & Paving

Depoe Bay-Miner Creek Unit, Siletz Bay-Miner Creek Section — Oregon Coast Highway
Contract #3805 — Kenneth Boardman, Resident Engineer — Prefix 21-1031 BF-110(7)
Funderburk & Stoen Construction Co., Contractor

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1 & 2 Clearing & Grubbing	All		$115,000	$	$117,220.23	$115,000.00
1 & 3 Felling Danger Trees	693.53	Sq. Ft.	5.00	3.32	2,305.93	3,467.65
1 & 3 Structural Excavation	7,009.1	Cu. Yd.	4.00	3.08	21,617.53	28,036.40
3 General Exc. Loc. "A"	40,881.7	" "	0.35	0.33	13,494.38	14,308.60
1, 2 & 3 General Exc. Loc. "B"	1,107,686.8	" "	0.64	0.614	681,128.75	708,919.55
1, 2 & 3 Short Overhaul	3,611,888.5	Yd. Sta.	0.01	0.0096	34,577.08	36,118.89
1, 2 & 3 Long Overhaul	106,666.47	C-Yd. Sta.	0.50	0.44	47,186.17	53,333.24
1 Excavate & Place Topsoil	153.89	Cu. Yd.	1.50	0.87	133.98	230.84
1 Finish R/B & Slopes	4.619	Mile	1,000.00	864.90	3,995.00	4,619.00
1 Rounding Cutbanks	1,990	Lin. Ft.	0.20	0.18	358.88	398.00
1 & 2 8" Perf. Metal Drain Pipe, Coated	2,875	" "	2.00	1.85	5,308.99	5,750.00
1 & 2 12" Concrete Pipe	1,104	" "	2.00	1.27	1,404.30	2,208.00
1 & 2 18" Concrete Pipe	2,505	" "	4.00	3.33	8,339.48	10,020.00
1 & 2 24" Concrete Pipe	225	" "	6.00	4.26	957.89	1,350.00
2 30" Concrete Pipe	12	" "	8.00	5.93	71.16	96.00
1 & 2 36" Concrete Pipe	366	" "	10.00	8.08	2,957.11	3,660.00
1 & 2 18" Ext. Str. Concrete Pipe	1,698	" "	5.00	3.54	6,015.89	8,490.00
1 & 2 24" Ext. Str. Concrete Pipe	705	" "	7.00	4.97	3,501.14	4,935.00
1 & 2 Salvage Culvert Pipe	76	" "	2.00	0.80	60.83	156.00
1 & 2 3/8"-0 Backfill in Drains	2,459	Cu. Yd.	6.00	5.74	14,113.48	14,754.00
1 & 4 Class "A" Concrete	474.6	" "	65.00	45.52	21,604.99	30,849.00
1 & 4 Metal Reinforcement	93,463	Lb.	0.12	0.098	9,187.13	11,215.56
1 & 4 Concrete Curbs	14.531	Cu. Yd.	90.00	72.90	1,059.35	1,307.79
1 Metal Guard Rail	2,456.9	Lin. Ft.	4.00	3.42	8,396.75	9,827.60
1 Concrete Sight Posts	134	Each	10.00	8.84	1,184.07	1,340.00

Item	Quantity	Unit	Unit Bid	Cost	Total Cost	Gross Revenue
1 Quarry Run Rock in Base	78,232	Cu. Yd.	$1.00	$1.30	$101,507.61	$ 78,232.00
1 & 5 1"-0 Rock in Base & Shldrs.	11,585	" "	2.75	2.32	26,898.66	31,858.75
1 & 5 Sprinkling	631.5	M/Gal.	2.50	2.16	1,364.53	1,578.75
5 1"-0 Rock in Binder Course	1,111	Cu. Yd.	3.50	3.00	3,327.59	3,888.50
5 RC-3 Asphalt in Binder Course	207.81	Ton	40.00	35.70	7,420.08	8,312.40
5 Class "B" Asphaltic Concrete	18,338.834	"	6.70	5.42	99,331.10	122,870.19
5 RS-1 Emuls. Asph. in Seal Coat	88.49	"	45.00	39.15	3,465.13	3,982.05
5 Aggregate in Seal Coat	674	Cu. Yd.	5.00	3.94	2,658.69	3,370.00
5 Asph. Conc. Traffic Markers	1,966.5	Lin. Ft.	1.00	0.77	1,522.06	1,966.50
1 PA #1, Adj. for Timber Taken by Private Party	72.04	M/FBM	8.50	The cost is incorporated in Clearing & Grubbing		612.34
1 PA #2, 6" Conc. Drain Tile	600	Lin. Ft.	1.50	0.66	396.12	900.00
1 PA #3, 3/8"-0 Backfill Mat'l. Furn. from State Stockpile	932	Cu. Yd.	2.75	2.75	2,563.00	- 2,563.00
1 & 2 PA #4, 6" Conc. Drain Tile	3,297	Lin. Ft.	1.90	0.71	2,337.69	4,945.50
2 PA #5, Extra Clearing	1.906	Acre	1,557.27	702.76	1,339.46	2,968.16
1 PA #6, Cement Adjustment, Favor of State	12.4	Bbl.	4.665	4.665	57.85	- 57.85
3 PA #7, Slide Removal & Road Approach Excavation	70,671.5	Cu. Yd.	0.55	0.46	32,785.91	38,869.33
1 PA #8, Add. Solid Rock Exc.	39,700	" "	1.25	1.16	45,874.25	49,625.00
1 PA #9 Exc. Solid Rock Daylight Area	28,753.3	" "	1.25	1.18	34,005.21	35,941.63
1 PA #10, Extra Clearing	4.893	Acre	1,557.27	1,393.28	6,817.31	7,619.72
1 PA #11, 8" Perf. Metal Drain Pipe in Excess of 2,875	2,976	Lin. Ft.	2.50	1.99	5,912.49	7,440.00
1 PA #12, Slide Removal Loc. "A"	178.8	Cu. Yd.	0.35	0.34	61.16	62.58
1 PA #12, Slide Removal Loc. "B"	9,144	" "	0.64	0.60	5,513.27	5,852.16
1 PA #12, Short Overhaul	332.2	Yd. Sta.	0.01	0.01	3.32	3.32
1 PA #13, Remove Old Conc. Walk	47	Sq. Yd.	1.45	1.45	68.15	68.15
1 PA #13, Quarry Run Rock in Base	100	Cu. Yd.	1.00	1.00	100.00	100.00
1 PA #13, Install New Conc. Walk	4.219	" "	90.00	90.00	379.71	379.71

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1 PA #13, 1"-0 Rock in Base	80	Cu. Yd.	$2.75	$2.75	$ 220.00	$ 220.00
5 PA #13, 1½" Class "B" Asphaltic Concrete	127.12	Ton	6.70	6.70	851.70	851.70
1 PA #13, Extend Fuel Tank Pipes Etc.	All		20.00		20.00	20.00
1 & 5 PA #14, Add. 1"-0 Mat'l. in Base & Shoulders in Excess of 9,300 Cu. Yd.	9,000	Cu. Yd.	2.75	2.35	21,214.45	24,750.00
1 & 5 PA #15, 1"-0 Rock in Base and Shoulders	5,501	" "	3.00	2.48	13,625.81	16,503.00
5 PA #16, Fur. & Place Fog Coat	2.95	Ton	75.00	61.53	181.52	221.25
1 PA #17, Add. Allow. for Quarry Run in Base, Overrun Quantities	31,062	Cu. Yd.	0.50	The cost is incorporated in Item #28		15,531.00
1 Force Account					8,318.50	9,039.44
Engineering Costs Due to Failure of Contractor to Complete Contract Within Time Specified						- 2,724.28
						$1,543,629.12
Revenue from Sale of Timber						35,376.12
					$1,436,302.82	$1,579,005.24

	Gross Revenue	Total Cost	Profit	Loss	% of Loss	% of Profit	Total Profit	% Profit
1 Funderburk & Stoen	$ 956.321.12	$ 804,760.75	$151,560.37			15.8%		
3 R. A. Heintz	221,223.90	252,293.90		$31,020.00	14.0%			
2 Koppisch Construction Co.	161,461.15	180,430.78		18,969.63	11.7%			
4 Lockyear & White	33,877.18	28,431.74	5,445.44			16.0%		
Acme Construction Co.	206,121.89	170,385.65	35,736.24	________		17.3%		
	$1,579,005.24	$1,436,302.82	$192,742.05	$50,039.63	13.0%	16.1%	$142,702.42	9.0%

[illegible] Key-Miner Creek Unit
[illegible] Key-Miner Creek Section

Contract [illegible]
Total for Contractor and Subcontractors

Labor:

Supervision	$76,052.95	
Labor	445,998.64	
Labor Insurance	32,473.91	
Health & Welfare	6,703.43	
		$561,228.93

Materials:

6" Concrete Drain Pipe	600	Lin. Ft.	@	0.25	150.00	
6" " " "	3,297	" "	"	0.16	527.52	
8" Corr. Metal Perf. Pipe	2,875	" "	"	1.49	4,283.75	
8" " " Bands	144	Each	"	2.19	315.36	
8" " " Perf. Pipe	2,976	Lin. Ft.	"		4,285.44	
8" " " Bands	149	Each	"	1.37	204.13	
12" Conc. Culvert Pipe	1,104	Lin. Ft.	"	0.87	960.48	
18" " " "	2,505	" "	"	1.81	4,534.05	
24" " " "	225	" "	"	2.60	585.00	
30" " " "	12	" "	"	3.85	46.20	
36" " " "	366	" "	"	5.75	2,104.50	
18" Ex. Str. Conc. Culv. Pipe	1,698	" "	"	2.25	3,820.50	
24" " " " " "	705	" "	"	3.20	2,256.00	
Metal Guard Rail & Posts	2,456.9	" "	"	1.42	3,488.80	
Concrete Sight Posts	134	Each	"	5.00	670.00	
Redi-Mix Concrete					10,825.20	
Reinforcing Steel	93,463	Lb.	"	0.86	8,037.90	
Cement	31.5	Bbl.	"	5.33	167.90	
3/8"-0 Rock Backfill					963.20	
3/8"-0 " "	1,499	Cu. Yd.	"	2.25	3,372.75	
RC-3 Asphalt & Freight	210.48	Ton	"	29.50	6,209.16	
RS-1 " " "	88.49	"	"	30.75	2,721.06	
Paving Asphalt	1,100	"	"	27.00	29,700.00	
Asphalt in Fog Coat	2.95	"	"	30.75	90.71	
						90,319.61

Equipment Rentals & Misc. Supplies:

Equipment Rental, Owned	$323,516.73
" " , Hired	208,677.30
Gas, Oil & Grease	77,230.99
Bond	11,411.38
P.U.C.	1,074.75
P.L. & P.D. Insurance	6,575.80
Small Tools & Misc. Supplies	8,825.50
Explosives	55,154.67
Freight	14,058.56
Lumber	1,798.66
Home Office & Overhead	40,865.48
Amount Paid Smith, Dundas & Case for Clearing	10,708.03

Equipment Rentals & Misc. Supplies (Cont'd):

Amount Paid R & M Construction Co. for Installing Guard Rail & Posts	6,766.80	
Amount Paid Pacific Powder Co. for Drilling and Blasting Coyote Hole at Iron Mountain	4,567.50	
Heating Oil	4,041.06	
Field Office & Office Rent	9,481.07	
		$ 784,754.28
Total Cost		$1,436,302.82

Depoe Bay-Miner Creek Unit
Siletz Bay-Miner Creek Section

Detail of Cost
Funderburk & Stoen

Labor:

Supervision	$ 46,800.00	
Labor	262,908.30	
Labor Insurance	19,318.93	
Health & Welfare	2,742.03	
		$331,769.26

Materials:

6" Concrete Drain Tile	600	Lin. Ft.	at $0.25	$ 150.00	
8" " " "	2,830	" "	" 0.16	452.80	
8" Corr. Metal Drain Pipe	1,555	" "	" 1.49	2,316.95	
8" " " Bands	78	Each	" 2.19	170.82	
8" " " Drain Pipe	2,976	Lin. Ft.	" 1.44	4,285.44	
8" " " Bands	149	Each	" 1.37	204.13	
12" Concrete Culvert Pipe	981	Lin. Ft.	" 0.87	853.47	
18" " " "	1,632	" "	" 1.81	2,953.92	
24" " " "	87	" "	" 2.60	226.20	
36" " " "	18	" "	" 5.75	103.50	
18" Ex. Str. Concrete Pipe	657	" "	" 2.25	1,478.25	
24" " " " "	315	" "	" 3.20	1,008.00	
Metal Guard Rail & Posts				3,488.80	
Sight Posts	134	Each	" 5.00	670.00	
3/8"-0 Backfill Material				3,372.75	
Redi-Mix Concrete				384.00	
Cement	31.5	Bbl.	" 5.33	167.90	
					22,286.93

Equipment Rentals & Misc. Supplies:

Equipment Rentals, Owned	$201,441.48	
" " , Hired	74,675.51	
Gas, Oil & Grease	41,617.40	
Bond	8,580.39	
P.U.C.	750.00	
P.L. & P.D. Insurance	3,871.35	
Small Tools & Misc. Supplies	8,350.00	
Explosives	55,154.67	
Home Office & Overhead	24,975.00	
Freight	4,332.86	
Field Office & Shop Rent	9,481.07	
Amount Paid Smith, Dundas & Case	10,708.03	
Amount Paid B & M for Installing Guard Rail & Sight Posts	6,766.80	
		450,704.56

Total Cost $804,760.75

Depoe Bay-Miner Creek Unit
Siletz Bay-Miner Creek Section

Contract #3805
Koppisch Construction Co.

Labor:

Supervision	$10,000.00	
Labor	67,769.00	
Labor Insurance	4,803.55	$ 82,572.55

Materials:

6" Concrete Drain Tile	467	Lin. Ft. at	$0.16	$ 74.72	
8" Perf. Metal Drain Pipe	1,320	" " "	1.49	1,966.80	
12" Concrete Culvert Pipe	123	" " "	0.87	107.01	
18" " " "	873	" " "	1.81	1,580.13	
24" " " "	138	" " "	2.60	358.80	
30" " " "	12	" " "	3.85	46.20	
36" " " "	348	" " "	5.75	2,001.00	
18" Ex. Str. Conc. Culv. Pipe	1,041	" " "	2.25	2,342.25	
24" " " " " "	390	" " "	3.20	1,248.00	
8" Corr. Metal Bands	66	Each "	2.19	144.54	
Backfill Material				963.20	10,832.65

Equipment Rentals & Misc. Supplies:

Equipment Rental, Owned	$42,872.09	
" " , Hired	21,652.95	
Gas, Oil & Grease	11,192.16	
Move In & Freight	4,515.20	
P.L. & P.D. Insurance	972.11	
Home Office & Overhead	4,482.00	
Bond	1,339.07	87,025.58
		$180,430.78

Depoe Bay-Miner Creek Unit
Siletz Bay-Miner Creek Section
Contract #3805

Detail of Cost
R. A. Heintz Construction Co.

Labor:		
Supervision	$ 9,252.95	
Labor	66,470.55	
Labor Insurance	3,937.62	
Health & Welfare	1,863.30	
		$ 81,524.42
Equipment Rentals & Misc. Supplies:		
Equipment Rentals, Owned	$ 43,509.62	
" " , Hired	101,897.56	
Gas, Oil & Grease	18,410.78	
P.U.C.	125.00	
P.L. & P.D. Insurance	946.54	
Move In, Freight & Cartage	1,455.50	
General Overhead	4,424.48	
		170,769.48
Total Cost		$252,293.90

Depoe Bay-Miner Creek Unit
Siletz Bay-Miner Creek Section
Contract #3005

Detail of Cost
Lockyear & White

Labor:			
Labor		$ 5,346.87	
Labor Insurance		401.02	
			$ 5,747.89
Material:			
Redi-Mix Concrete	468 Cu. Yd. at $18.00	$10,441.20	
Reinforcing Steel	93,464 Lb. " 0.086	8,037.90	
			18,479.10
Equipment Rentals & Misc. Supplies:			
Equipment Rental		$ 675.00	
Gas, Oil & Grease		147.68	
P.L. & P.D. Insurance		66.84	
P.U.C.		24.75	
Lumber		1,798.66	
Small Tools & Misc. Supplies		475.50	
Home Office & Overhead		1,016.32	
			4,204.75
Total Cost			$28,431.74

Depoe Bay-Miner Creek Unit
Siletz Bay-Miner Creek Section
Contract #3805

Detail of Cost
Acme Construction Co.

Labor:			
Supervision		$10,000.00	
Labor		43,503.92	
Labor Insurance		4,012.79	
Health & Welfare		2,098.10	
			$ 59,614.81
Materials:			
RC-3 Asphalt	210.43 Ton at $29.50 Incl. Freight	$ 6,209.16	
RS-1 "	88.49 " " 30.75 " "	2,721.06	
Paving Asphalt	1,100 " " 27.00 " "	29,700.00	
Asphalt in Fog Coat	2.951 " " 30.75 " "	90.71	
			38,720.93
Equipment Rentals & Misc. Supplies:			
Equipment Rentals, Owned		$35,018.94	
" " , Hired (Fully-operated)		10,451.28	
Gas, Oil & Grease		5,862.57	
Heating Oil		4,041.06	
Bond		1,491.92	
P.L. & P.D. Insurance		718.96	
P.U.C.		175.00	
Move In, Freight & Cartage		3,755.00	
Home Office & Overhead		5,967.68	
Paid Pacific Power Co. for Drilling & Shooting Coyote Hole at Iron Mountain		4,567.50	
			72,049.91
Total Cost............................			$170,385.65

Depoe Bay-Miner Creek Unit
Siletz Bay-Miner Creek Section
Contract #3805

Remarks:

This was a "Federal Aid Project" calling for grading and paving of 4.62 miles of highway roadbed on the Depoe Bay-Miner Creek Unit of the Siletz Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County.

The contract was bid August 18th, 1952 and awarded October 1st, 1952. Work started September 22nd, 1952 and the project was completed October 10th, 1955.

Koppisch Construction Co. subcontracted Items 1 through 22 from Station 565 to 675.

The contractor moved in two D-8 cats and clearing dozers, three power saws and a crew of 18 men on September 22nd, 1952 and started clearing from Station 511 to 547. The subcontractor moved in three D-8 cats and clearing dozers, one 3/4 cu. yd. shovel with clamshell bucket for piling stumps and brush on October 13th, 1952. The contractors' combined clearing crew consisted of approximately 50 men. The clearing was not completed until approximately September 12th, 1953. The clearing and grubbing would have shown a loss but the revenue from the sale of merchantable logs resulted in a profit.

The grading was started by the contractor, Stoen, and the subcontractor, Koppisch, in May 1953. Work progressed rather slowly due to intermittent rainfall. Equipment used was one 1½ cu. yd. shovel, three Tournarockers, one HD-20 tractor with a 4 cu. yd. bucket mounted, six D-8 cats and scrapers, one 3/4 cu. yd. shovel, one 8 cu. yd. truck, one wobble wheel roller, fourteen D-8 cats and dozers, two #12 cat blades, two TD-24 tractors and dozers, three Heiliner scraper units and compressors.

The grading operations ceased in October 1953. Approximately 1/3 of the excavation was completed during the summer, which was not very good production for the amount of equipment used. Subcontractor Koppisch moved all of his equipment off the project December 1st, 1953. The subcontractor suffered a loss on his work.

R. A. Heintz Construction Co., the second subcontractor, started working February 10th, 1954 with four D-8 cats and scrapers, three DW-21's, three Heiliners, one D-8 cat and dozer and one HD-20 tractor as push cat and one D-6 cat and dozer used on the fill. The grading was hampered by rainy weather. This subcontractor moved all of the common excavation. Very little profit was made on the common excavation due to the wet season. The subcontractors agreed to excavate the Location "B" material which contained rock for $0.35 per cu. yd. and if the material had to be drilled and blasted the contractor would do this work. This Location "B" material was bid at $0.64 per cu. yd. R. A. Heintz and Koppisch Construction Co. suffered a loss on the Location "B" material but the overall excavation shows a profit for the prime contractor.

The concrete box culvert was subcontracted to Lockyear & White. Good progress was made on this item and a good profit was realized.

Remarks (Cont'd):

The contractor drilled a coyote hole in a quarry site at Station 608+25 and shot same, getting good results. Also had a quarry at Station 545 which was used at the same time. This material was loaded with a 1½ cu. yd. shovel into three 12 cu. yd. trucks and two 15 cu. yd. Tournarockers. The rock in the quarry at Station 545 broke rather large and had to be separated and the large rock piled in separate piles. The contractor had a low bid price on the quarry run rock and the production was low due to the wet grade and the sorting of the rock. The quantities overran from an estimated 45,600 cu. yd. to the final amount of 78,232 cu. yd. The overrun was taken care of on Price Agreement #17 of $0.50 on the overrun quantities. Even with the extra compensation, the contractor suffered a loss on this item.

The Acme Construction Co. subcontracted the rock crushing and the paving. The Pacific Powder Co. drilled the coyote hole at the Iron Mountain quarry. The coyote hole was 66 feet long with 54-foot tees and loaded with 8¼ tons of powder. Very good results on the shot. The crushing plant was moved in and set up January 16th, 1954. Crushing started the week ending February 2nd, 1954. Approximately 32,563 cu. yd. of rock was crushed in 407 hours for an average of 80 cu. yd. per hour which was good production.

The paving aggregate was stockpiled adjacent to Carmel Beach road on private property. The 2,000# Madsen batch plant was set up at this stockpile site approximately July 5th, 1955. The mixing and laying of asphaltic concrete was started July 18th, 1955 and was completed August 25th, 1955. A total of 18,466 tons was laid in 224 hours for an average of 82 tons per hour.

The contractor had good bid prices, good supervision and good equipment but not too much equipment. The subcontractors excavated approximately 658,000 cu. yd. of material at $0.35 and the contractor received $0.64. Both subcontractors on the grading suffered a loss, but the prime contractor realized a good profit.

The 11,585 cu. yd. of 1"-0 crushed rock in base and shoulders were placed under the original contract item. Price Agreement #14 should have read "in excess of 11,585" rather than "in excess of 9,300 cu. yd."

R. D. Asburry
Chief Cost Analyst

By . . George Kayser

B-110(7)

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 5, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3805	34-Final	Funderburk Construction Co. & Stoen Construction Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
6246	B-147083	$ 43,142.58	4/5/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1954

Time Extensions: to Oct. 10, 1955 with penalty

Completion Date: Oct. 10, 1955

Date Accepted: March 1, 1956

Penalties: None of record except a time extension penalty

Claims: None of record

Remarks:

Date: 4-6-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

By
Assistant Secretary

Warrant Mailed: bl

1958

RECEIVED
MAR 27 1956
FOR FILING

March 27, 1956

CERTIFIED MAIL

U. S. Fidelity & Guaranty Co.
George C. Bottoms, Manager
201 Portland Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3805 for work performed on the Depoe Bay-Miner Creek Unit, Siletz Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County was completed by the contractor, Funderburk Construction Co. & Steen Construction Co., on October 10, 1955 and was formally accepted by the Highway Commission on March 1, 1956.

Final payment in the amount of $43,142.58 will be released to the contractor on or after April 6, 1956. The total contract amount is $1,543,629.12, of which amount $9,039.44 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

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MAR 28 1956
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BF-110(1)

3805

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TELEPHONE: MAIN 7772

McCOLLISTER & COMPANY, INC.
GENERAL AGENTS

300 CENTRAL BUILDING
SEATTLE 4, WASH.

March 27, 1956

Oregon State Highway Commission
Salem,
Oregon

Attention: H. B. Glaisyer

Re: Funderburk Const. Co. and
Stoen Construction Co.
Contract No. 3805, Oregon Coast Highway South
of Depoe Bay in Lincoln County, Oregon

Gentlemen:

The United States Fidelity and Guaranty Company has not been advised of any pending unpaid claims for labor or materials or the existence of any claims, debts, dues or demands incurred in the performance of this contract.

UNITED STATES FIDELITY AND GUARANTY COMPANY
Thomas P Hetzler
Thomas P. Hetzler, Attorney-in-fact

TPH:cb

NOTED
H. B. GLAISYER

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MAR 28 1956
OREGON
STATE HIGHWAY COMMISSION

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 27, 1956

5707

SUBJECT: Depoe Bay-Miner Creek Unit
Oregon Coast Highway
Contract No. 3805

To: Mr. W. C. Williams
Deputy State Highway Engineer

OFFICE

Reference is made to your assignment No. 5707 in connection with which I am attaching copy of a letter from Mr. J. D. Walker in which he states that a meeting was held with Mr. Stoen subsequent to Mr. Stoen's letter of March 2, 1955.

At this meeting we were represented by Mr. H. G. Smith and Mr. Walker wherein they reviewed all the claims that were brought up in Mr. Stoen's letter. Settlements were arrived at and have since been carried out. Mr. Stoen, at this meeting, stated that in view of these settlements he would present no further claims and that he considered the engineering penalties contemplated as being a just charge.

In view of the above I believe the matter is settled. The final estimate is now ready except for this item of engineering penalties in the amount of $2,724.88. I am holding the payrolls in support of this deduction and will release them to Probert's office upon receipt of your okay.

/s/ L. H. Young

L. H. Young
Assistant Construction Engineer

Original forwarded
to Mr. [illegible]

LHY:ep

Attach.

APPROVED

/s/ W. C. Williams
Deputy State Highway Engineer

Date 2-28-56

FORM E30—60M—2-55—62986

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 13, 1956

SUBJECT: Assignment No. 5707 WCW
Depoe Bay-Miner Creek Section
Oregon Coast Highway

To: Mr. Forrest Cooper
Construction Engineer
Office

This Assignment was held until the semi-final estimate was submitted upon instructions from Mr. Williams.

I recommend that engineering penalties be assessed as they are now shown in the semi-final estimate, amounting to a sum of $2,724.88.

In a meeting held in Mr. H. G. Smith's office between Mr. Smith, Mr. Stoen and myself wherein other claims were discussed, Mr. Stoen stated that the settlements agreed upon were satisfactory, that he would present no further claims and that he considered the engineering penalties as contemplated as being a just charge.

J. D. Walker
Division Engineer

JDW:AM

FORM E30—50M—10-54—79485

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 25, 1955

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer

Attention: Mr. Forrest Cooper

Dear Sir:

In the matter of assessment of engineering costs, Contract No. 3805, Depoe Bay-Miner Creek Section, the question has arisen as to unfinished items upon which engineering charges should be imposed.

Clearing and grading items are complete with exception of the access road to Otter Crest. This is an item which was not included in the contract but added subsequently; consequently, no charges should be made thereto.

The items of paving and preparation of estimate are excluded in the granting of extension of time.

There remains some 12,000 cubic yards of quarry-run base yet to be constructed; however, the overrun in this item is so considerable that I would hesitate to assess engineering against it.

Slides have occurred during the 1954-55 winter and since these are unanticipated items I would hesitate to assess engineering here.

It would appear, therefore, that the only charges applicable would be against such as the many minor unfinished items and clean-up remaining, the road connection of the south end of the project, the connection north of Rocky Creek, some curb installations and other minor items.

Charges against guard rail and sight post installations would be questionable.

If this analysis of the situation is acceptable, the Resident Engineer and I estimate that engineering charges should not exceed five or six hundred dollars.

Yours very truly,

J. D. Walker
Division Engineer

NOTED
FORREST COOPER

JDW:AM

RECEIVED
MAR 28 1955
OFFICE OF
CONSTRUCTION ENGINEER

ASSIGNMENT

Date: March 8, 1955 No. 5707 By [illegible]

Description: Copy of ~~ix~~ letter of March 2 from the Stoen Construction Company and copy of Mr. Glaisyer's reply of March 4. Stoen Construction Company requests that reconsideration be given to matter of penalizin them for noncompletion within time limit of Depoe Bay-Miner Crk. Unit.

Acknowledged by_____ Referred to Cooper

— Investigate and report with recommendation
— Such action as necessary and report
— Comment or recommendation
XX Return with rough draft of reply
— Prepare reply for signature of Mr.________
— Contact correspondent and report

Remarks: Returned as per discussion Walker Letter attached re Costs
Cooper

PLEASE RETURN TO
W. C. WILLIAMS

Executed [illegible] Report Received__________

REFERRED TO
Walker
BY DEPUTY STATE HIGHWAY ENGINEER

Hold this until work is complete We will then consider protest against Engr Penalty.
W.C.W

FORM E-123 50M REVISED 3-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

IN REPLY PLEASE REFER TO

March 4, 1955

REFERRED TO
Mr. Williams
[illegible] State Highway Engineer
Please prepare answer

PLEASE RETURN TO
W. C. WILLIAMS

Stoen Construction Company
dba/Fundeburk-Stoen Construction
Company
2210 East 95th Street
Seattle 5, Washington

Attention: Mr. James G. Forrest, Supt.

Gentlemen:

This will acknowledge receipt of your letter of March 2, 1955 requesting that reconsideration be given to the matter of penalizing you for failure to complete your contract, No. 3805, Depoe Bay-Miner Creek Unit, within the time limit specified in the contract for such completion.

I am referring your letter to the State Highway Engineer, Mr. R. H. Baldock, When action has been taken on this request you will be informed.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: R. H. Baldock ✓

COPY

STOEN CONSTRUCTION CO.

General Contractors

PHONE: Fillmore 0444

2210 East 95th Street
SEATTLE 5, WASHINGTON

2 March 1955

Oregon State Highway Commission
Salem, Oregon

Att: Mr. H. B. Glaisyer, Secretary

Ref: Oregon State Highway Dept. Contract #[illegible]
Depoe Bay-Otter Creek Unit

Sub: Time extension

Gentlemen:

In reply to your letter of 26 January, 1955, granting an extension of time on the above referenced project, we wish to ask for your reconsideration of our request.

In view of the fact that the over-all contract will exceed the original contract by approximately 14% and that the major portion of this excess involved earthwork which could not be done in the late season in time for completion, we feel the extension should have been granted without penalty, as requested.

On the Quarry-run Rock for Base, this item had already exceeded the estimate by 30% when we were requested to discontinue its placement because of the wet condition of the sub-grade.

Also, there was one portion of the project on which the right-of-way had not been secured when we discontinued our operations in November. We were asked by the Resident Engineer to hold off on the Otter Rock access road until right-of-way was obtained. At the time of our shut down this still had not been obtained and therefore there was no possibility of its completion in 1954.

Further, it was generally agreed by the representatives of the Highway Department that it was for the good of the job to allow it to stand over the winter because of the possibilities of slides in the cutbank areas and of settlement of the fills.

(Cont'd to Page 2)

[illegible]
H. B. GLAISYER Page 1-

STOEN CONSTRUCTION CO.

General Contractors

PHONE: Fillmore 0444

2210 East 95th Street
SEATTLE 5, WASHINGTON

Mar 1, 1955

Page 2-
cont'd.

Slides did occur in the cuts during the winter and would have even though the project had been completed. We feel that it is unfair to assess a penalty for engineering costs on work that would have been necessary to do in any event.

Thanking you for your consideration of these additional reasons for an extension of time, we remain

Very truly yours,

STOEN CONSTRUCTION COMPANY
dba/Funderburk-Stoen
Construction Company

James G. Forrest
James G. Forrest, Supt.

JGF/at
cc:
Kenneth Boardman
Resident Engineer

RECEIVED
MAR 3 1955
OREGON
STATE HIGHWAY COMMISSION

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FEB 16 1956
FOR FILING

CF-1-10
3505

file

STATE OF OREGON
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF THE DIRECTOR
SALEM

February 14, 1956

PLEASE RETURN TO
W. C. WILLIAMS

W. C. [illegible]

Mr. W. C. Williams
Deputy State Highway Engineer
State Highway Department
Highway Building
Salem

Dear Mr. Williams:

This is written in response to your letter dated February 9, relative to your error in securing an out-of-state travel authorization for Mr. George Kayser of your department.

We hereby approve that Mr. Kayser be reimbursed on his expense account in the amount of $11.87, for meals and lodging.

Very truly yours,

William W. Collier

WILLIAM W. COLLIER
Deputy Director

WWC:mh
cc: Mr. L. J. Young
Budget Administrator

RECEIVED
[illegible] 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 10 1956
FOR FILING

[illegible]
3805

February 9, 1956

Mr. Robert Johnson, Director
Department of Finance and Administration
Capitol Building
Salem, Oregon

Dear Sir:

In order to work up some cost data on a construction job on the Oregon Coast Highway (Depoe Bay-Miner Creek Section, Contract No. 3805) in Lincoln County, it was necessary that we send one of our construction cost analysts to Seattle to secure some information from the books of the Stoen Construction Company. A request was made to the Highway Commission at its meeting on September 22-23, 1955 for an out-of-state travel authorization for Mr. George Kayser, Cost Analyst, which request the Commission approved. Through inadvertence we failed to secure approval of the Department of Finance and Administration, and Mr. Kayser, who made the trip on October 3, has been denied reimbursement on his expense account in the amount of $11.87, which was for meals and lodging.

As Mr. Kayser is actually out this amount of money through no fault of his own, we respectfully request retroactive approval for the above amount of money so that the matter may be closed. We very much regret the error but would appreciate your consideration in helping us straighten the matter out.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

cc Mr. Forrest Cooper

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FEB 7 1956
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PF - 11[illegible]

[illegible]

February 6, 1956

CERTIFIED MAIL

U. S. Fidelity & Guaranty Co.
George C. Bottoms, Manager
201 Portland Trust Bldg.
Portland 4, Oregon

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Funderburk Construction Co. & Stoen Construction Co. on contract No. 3805, covering the Depoe Bay-Miner Creek Unit,Siletz Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County.

This payment, in the amount of $22,091.49, will be released to the contractor on or after February 16, 1956. The retained percentage is $46,406.80.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

gl

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FORM S-123 50M REVISED 2-56

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

Cross Referenced To:
R/W
101 - Lincoln

January 10, 195

Stager and Adams
Attorneys at Law
Box 279
Taft, Oregon

Re: File No's. 22251 and 4050
Access to Oregon Coast Highway
Siletz Bay-Depoe Bay Unit
Sijota and Lewis Properties
Lincoln County

Gentlemen:

Since returning to Salem after our discussion yesterday, relative to a way of necessity across the Sijota property, I have examined the file on the property lying immediately to the north, which is the property on which you have indicated your clients Lyle Hasselbrink and Gladys Hasselbrink will desire access to the Oregon Coast Highway, instead of on the Sijota property.

Under date of August 2[illegible], 1955, we acquired a deed to the necessary additional right of way at this point from Laverne Lewis, also known as Lavern P. Lewis, which deed reserved a right of access on the westerly side of the highway, the use of which is restricted to "Private residential use, production and transportation to market of farm products and operation of existing sand, gravel and equipment storage activity, on the Grantor's remaining land, only."

I discussed the matter with Mr. W. C. Williams, Deputy State Highway Engineer, this morning, and he confirmed my statement to you that the matter of the grant of any additional rights of access will have to be passed upon by the State Highway Commission.

In order to get the matter properly underway, I would suggest that you address a communication to Mr. Williams, State Highway Building, Salem, Oregon, stating just what rights of access you desire and your justification for the request. The request then can be processed by the Department Engineers for further action. It should be understood, however, that it will be necessary for you to secure any necessary permits from the owners or other persons having a present interest in the use of the existing right of access and the land abutting thereon, and, that any grant or permit which the Highway Commission may issue, if it decides to issue any grant or permit at all, must be subject to the approval of the owners of the abutting land and anyone having any rights therein.

I do not intend to invite a personal appearance before the Highway Commission on behalf of your clients, but if it is desired to personally appear and present the case, I would suggest that you address a communication to Mr. H. B. Glaisyer, Secretary to the Commission, for the fixing of a definite date and hour.

On the assumption that no direct access will be desired to the Oregon Coast Highway from the Sijota property, under your petition to the County Court for the establishment of a way of necessity across the Sijota property, the State Highway Commission will not participate further in the pending proceedings.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Honorable Tom F. Skelton
County Judge
Newport, Oregon

Mr. John W. Purvis
Attorney at Law
P.O. Box 145
Reedsport, Oregon

Mr. W. C. Williams ✓
Mr. H. B. Glaisyer
Mr. C. W. Enfield

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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
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PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

NOTED

January , 1956

NOTED

Mr. John W. Purvis
Attorney at Law
P. O. Box 14[illegible]
Reedsport, Oregon

Re: Petition for Establishing Way
of Necessity
Lyle and Gladys Hasselbrink, Petitioners
vs.
Josephine, Frank and Elizabeth Sijota, et al.

Dear John:

Thank you for your letter of January 5, 1956, advising of the petition filed by Lyle and Gladys Hasselbrink to secure a way of necessity across property owned by your client, Mr. Frank Sijota, and thence to the Siletz River-Newport Section of the Oregon Coast Highway. We have not previously received any notice whatsoever, to my knowledge, of the filing of this petition or of the County Court setting the date for the meeting of the board of viewers on January 10, 1956, and I wish to express my sincere appreciation for your bringing this matter to my attention.

I notice by the reference data at the top of your letter that you list the Oregon State Highway Commission as one of the defendants or property owners according to the title of the proceeding. I am curious to know if the Commission actually is named as a defendant in this matter for that alone may well dictate the action that we will take. I also notice that Josephine Sijota is named as a defendant, which leads me to believe that the property over which the way of necessity might possibly be located may also include land lying southerly of that owned by Frank Sijota , lying in Lots 6, 7 and 8 of Section 10, Township 8 South, Range 11 West, W. M., Lincoln County, and might also possibly embrace land lying in the Southwest quarter of the Southwest quarter (SW$\frac{1}{4}$ SW$\frac{1}{4}$) of Section 10, which according to our records, is owned by Emily Sijota and Josephine Sijota.

Inasmuch as this section of the Oregon Coast Highway is a controlled access highway, we are completely opposed to any way of necessity being established by the County Court that would result in access to the highway not otherwise authorized by the Highway Commission. We do not have sufficient information of the facts alleged in the petition and the rights sought by the petitioners and the status of the Highway Commission as a party to the proceedings to determine what is the most appropriate desirable action to be taken. Mr. J. W. DeSouza of this office plans to visit Reedsport on the morning of Monday, January 10 for the purpose of conferring with you concerning this matter, after which he will call upon the County Court at Newport for the purpose of ascertaining all of the pertinent facts and to advise the County Court, informally at least, of the opposition of the Highway Commission to the County Court's granting any rights of access to this section of the Oregon Coast Highway by the establishment of the way of necessity.

In advance of determination of all of the pertinent facts and merely for whatever service it may be to you in representing your client in his opposition to the petition, the following are possible defenses that immediately come to my mind and action that the Commission might take to oppose the establishment of a way of necessity by the County Court.

1. From the facts contained in your letter, it appears that the petitioner's property, lying westerly of your clients' property and west of the Oregon Coast Highway, consists merely of sand dunes and therefore would not meet the requirement of the statute that ways of necessity be established only when the "farm or residence of such person is not reached conveniently by any public road provided by law, and that it is necessary that the public and such person have ingress to and egress from the farm or residence * * *". I concur with your conclusion that the procedure set up by ORS 376.105 et seq. is not applicable in this case by reason of the petitioner's proposed dominant tenement not being a farm or residence, which defense of course is available to your client the same as to the Highway Commission.

2. If the petitioner has not named the Oregon State Highway Commission as a party defendant, then it may well be that the effect of the County Court's establishment of a way of necessity across your client's land, if such should occur, would result in such way of necessity going nearly to the westerly right of way boundary and have no effect whatsoever in granting any right to the petitioner to construct an approach upon the right of way of the state highway or to have access across the right of way boundary to the state highway. Of course, should such occur, it might be necessary for the Highway Commission to institute a suit in the Circuit Court to prevent the petitioner from violating the access control of this section of highway and to prevent construction of an approach upon the highway right of way.

3. If the Highway Commission has been named as a party, then it would appear that the petitioner is attempting to secure a way of necessity upon state-owned property as such; namely, the state highway right of way, pursuant to the provisions of ORS 376.125. In this event the petitioners are required to serve copies of the petition and order of the County Court giving notice of the time and place of meeting of the board of county road viewers to the Secretary of State and to the State Highway Commission at least four weeks prior to the date of the meeting, neither of which has been accomplished insofar as I can determine.

4. Inasmuch as no service was made upon your client because he is not a resident of the County, there may be some technical defense in the failure of the petitioner to give the required four weeks notice by publication which would necessitate publishing for a period of five weeks. (I invite your attention to William Hanley Co. v. Harney Valley Irrigation District No. 1, 93 Or. 78.)

5. The section of the Oregon Coast Highway upon which Mr. Frank Sijota's property abuts was designated as a throughway by the Oregon State Highway Commission by resolution adopted November 3, 1948, pursuant to authority contained in ORS 374.005 et seq. and it is now being constructed as a throughway pursuant to the direction contained in this resolution. Pursuant to the authority contained in the "throughway law", the Highway Commission acquired property from your client, Mr. Frank Sijota, and his wife, Elizabeth Sijota, under our File No. 4050, which warranty deed was executed on December 1[illegible], 1954, a copy of which is enclosed herewith for your information. This deed provides, among other things, that the grantor has conveyed all rights of access from his remaining abutting property to the Oregon Coast Highway, except for one access on the westerly side of the highway opposite Highway Engineer's Centerline Station 14+90 and one access on the easterly side of the highway opposite Highway Engineer's Station 18+30. The use of both of these accesses are limited to private residential use and production and transportation to market of farm products to the grantor's remaining land, only. It is the purpose and intent of the Highway Commission to limit the use of this access for the specified purposes solely for benefit of the remaining land owned by Mr. and Mrs. Frank Sijota as the same existed at the time of the conveyance of the right of way to the State, and rights of use of these access points, of course, under the provisions of the deed, would not extend to lands owned by the petitioner, and certainly could not be used for his announced purpose of removing sand for the making of bricks.

a. It is my opinion that the way of necessity statutes or so-called gateway statutes must be construed in light of the throughway law which was enacted in 1947, so as to eliminate any inconsistencies between these two statutes, which would prevent application of the way of necessity statutes if the same would result in a new, greater or different access to the throughway.

b. With respect to the County Court having no right to establish a way of necessity which would require the creation of new rights of access to a throughway, I invite your attention to ORS 374.010, which defines "throughway"; ORS 374.035 which authorizes the Highway Commission to acquire any interest in real property, including easements of air, view, light and access, being necessary for the construction of a throughway (which access has been so acquired in this instance); and 374.035 (3), which provides that, after the establishment of a throughway, no county road shall be constructed running into or intersecting the throughway without approval in writing by the Highway Commission.

c. The way of necessity statutes date back as far as 1903, whereas the access control statutes originated in 1939, with the throughway law being enacted in 1947. It would clearly appear that the authority originally vested in the county courts by enactments of the gateway statute and subsequent amendments in 1903, 1907, 1911 and 1913, all of which preceded the establishment of the Highway Commission and the system of state highways, did not contemplate county courts having authority to grant access to a state highway, and clearly the subsequent enactment of access control laws, which are specific in nature, would preclude the application of the way of necessity statutes, which are general in nature so as to render ineffective the State's access control program for state highways. I recognise that ORS 376.125, pertaining to ways of necessity over state-owned land, was enacted in 1947 by the same legislature that enacted the throughway law; however, there is no evidence of the legislature's intent to permit frustration of the throughway law by exercise of the way of necessity statute across state-owned property where throughways are concerned. I also invite your attention to the provisions of ORS 174.530, which, in substance, states that the Oregon Revised Statutes speak for themselves and all sections of Oregon Revised Statutes enacted by ORS 174.510 shall be considered to speak as of the same date, except that in cases of conflict between two or more sections, or of an ambiguity in any section, reference may be had to the acts from which the sections are derived for the purpose of applying the rules of construction relating to repeal or amendment by implication or for the purpose of resolving ambiguities. I think it is quite clear that the access control laws enacted by the legislature undoubtedly repeal by implication any authority that might have pre-existed authorizing the county courts to establish access to highways that are access controlled, and, furthermore, the intent of the legislature should be given full effect by resolving any conflict between these two statutes, so as to give effect to both and do violence to neither, by denying application of the way of necessity statutes when their application would result in frustration of access control on state highways.

d. It is my opinion that the County Court does not have authority under the way of necessity statutes to either grant a new access to the Oregon Coast Highway or to permit any additional or greater use to be made of the access presently reserved for service of the Sijotas' remaining property as set forth in the right of way deed.

We will await taking any further action until such time as Mr. DeSouza has been able to collect all the facts from you and the County Court next Monday, and I will appreciate any suggestions that you may have to offer.

With best personal regards.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:jv

cc: R. H. Baldock
W. C. Williams
R. L. May, Jr.
J. W. DeSouza

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2805

[illegible]

Funder burk Construction Co. &
Stoen Construction Co.
[illegible], Oregon

Gentlemen:

The State Highway Commission at its meeting held on December 19, 1955 had under discussion your request for an extension of time from August 1 to October 15, 1955 within which to complete your contract No. [illegible] covering the [illegible]-Miner Creek Section of the Oregon Coast Highway in Lincoln County.

The Highway Commission granted your request for an extension of time from August 1 to October 10, 1955, the actual completion date of the contract, with the provision that all engineering costs be assessed from December 31, 1954 to October 10, 1955 as penalty, excepting the cost of the paving inspectors will not be charged to you. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. D. Walker,
Division Engineer

Kenneth Boardman,
Resident Engineer

Forrest Cooper,
Construction Engineer

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FORM E30—50M—2-55—62986

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 18, 1955

SUBJECT: Depoe Bay-Miner Creek Section
Contract No. 3805

To: Mr. W. C. Williams
Deputy State Highway Engineer

Dear Sir:

Recently I looked over the connections between the newly constructed Depoe Bay-Miner Creek Section and the old highway. The Traffic Department has raised the question as to the design of connections at the north and south ends of the project.

It was originally planned to make a right angle connection at each end; however, we found that owing to the difference in grade at both locations a satisfactory connection of this type could not be economically made, and after considerable study and discussion it was determined that the present arrangement should be continued.

The criticism of the northern entrance was that it was deemed possible that southbound traffic would follow the old instead of the new route. In practice this has not proved to be a problem. The signing is adequate and the center stripe follows only the new location. Our maintenance personnel have been instructed to watch this point and they report that to their knowledge there is no instance whatever of confusion.

At the southern connection, northbound traffic for Otter Rock must cross the southbound. This would be necessary in any case. The sight distance is ample and so far no accidents have occurred.

The newly constructed direct access to Otter Rock was admittedly narrow but it has been widened and the widened portion oiled. Bus and truck traffic are using this now and experiencing no difficulty.

I requested Mr. Al Head to again examine the connections subsequent to our discussing the above-mentioned reasons for constructing approaches as now constituted, and while he deems a direct right angle approach desirable, he expressed himself as cognizant of the difficulties and cost of such type and in view of apparent smooth functioning at present conceeds that it should be at least given further trial.

Yours very truly,

J. D. Walker
Division Engineer

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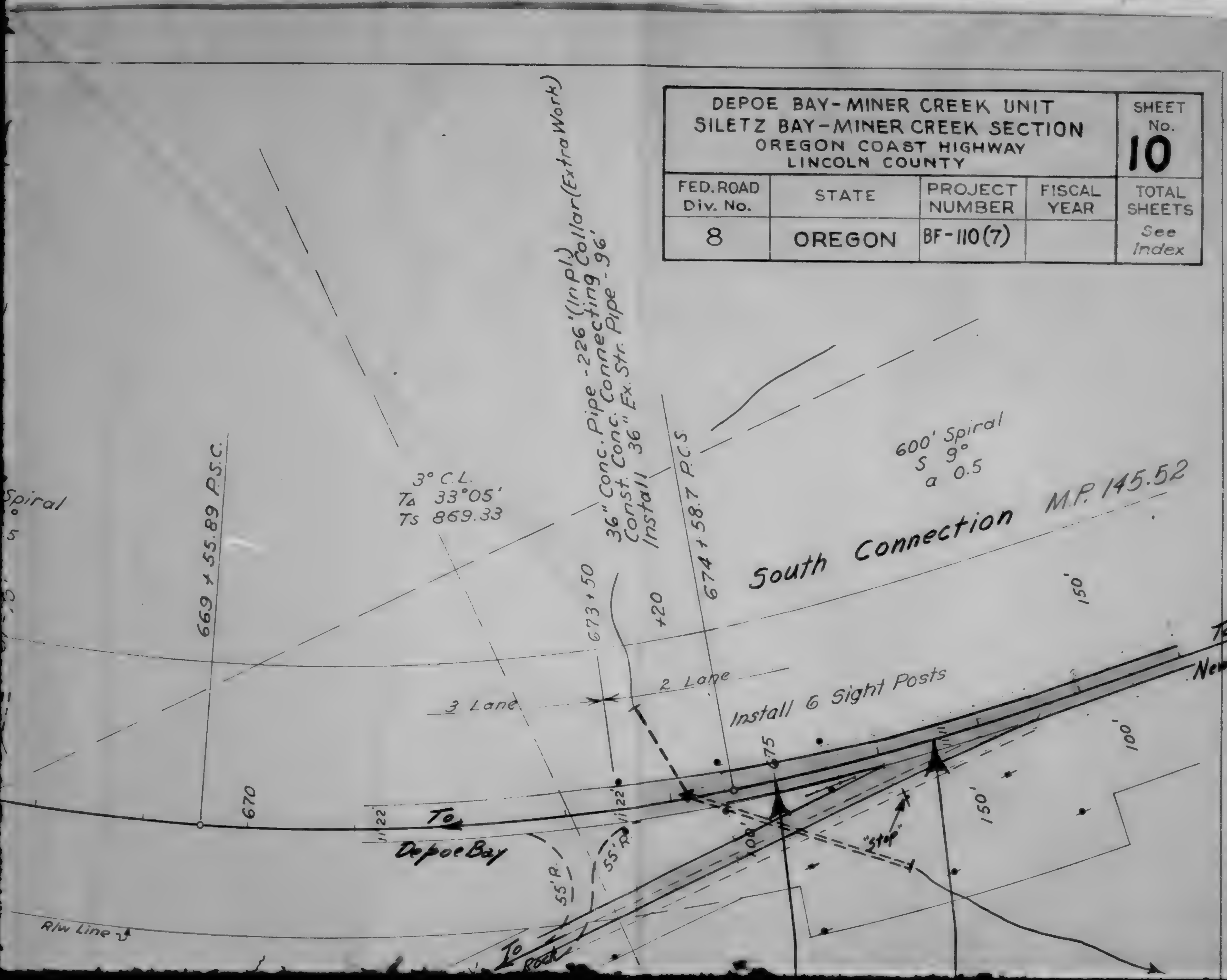
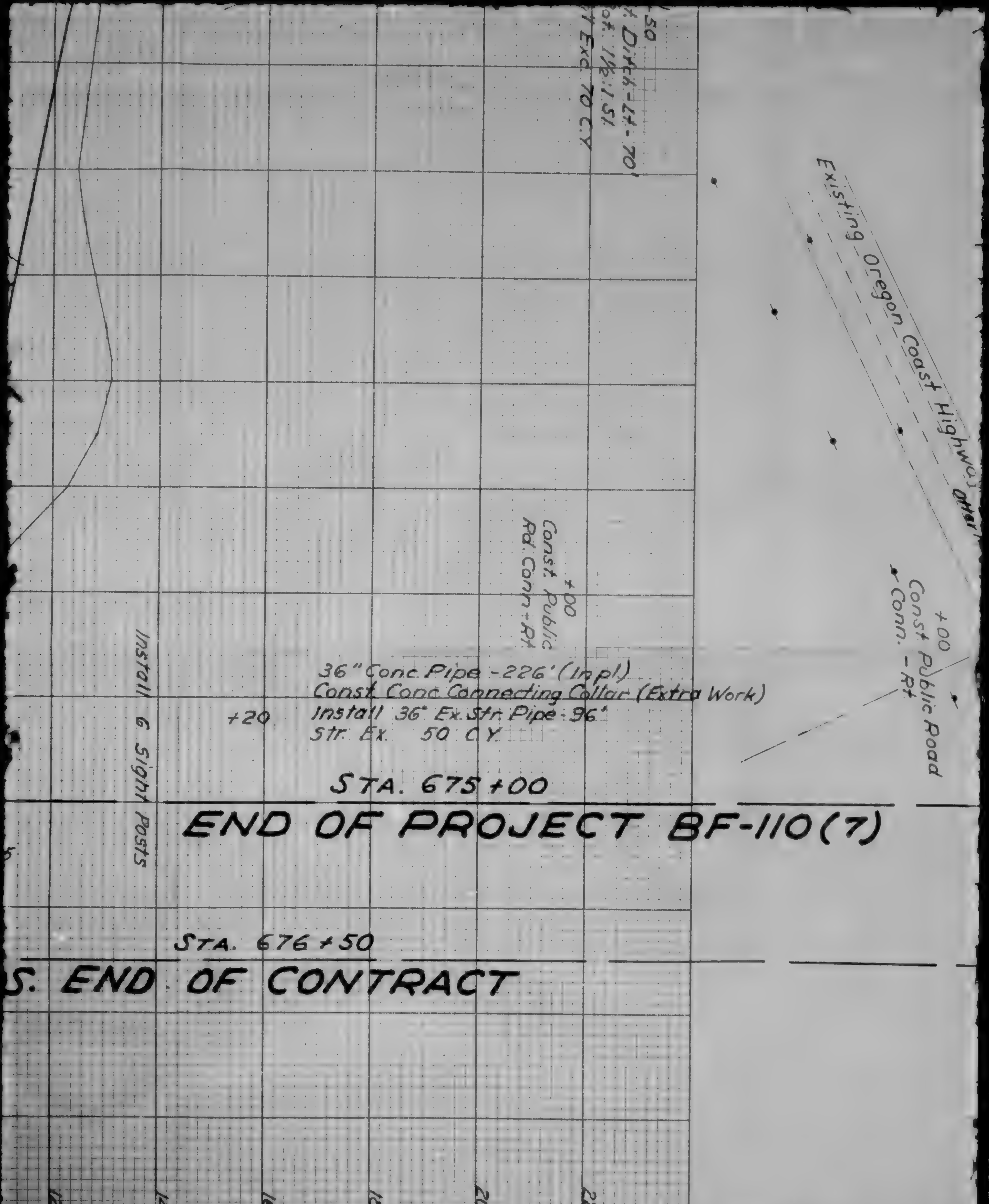
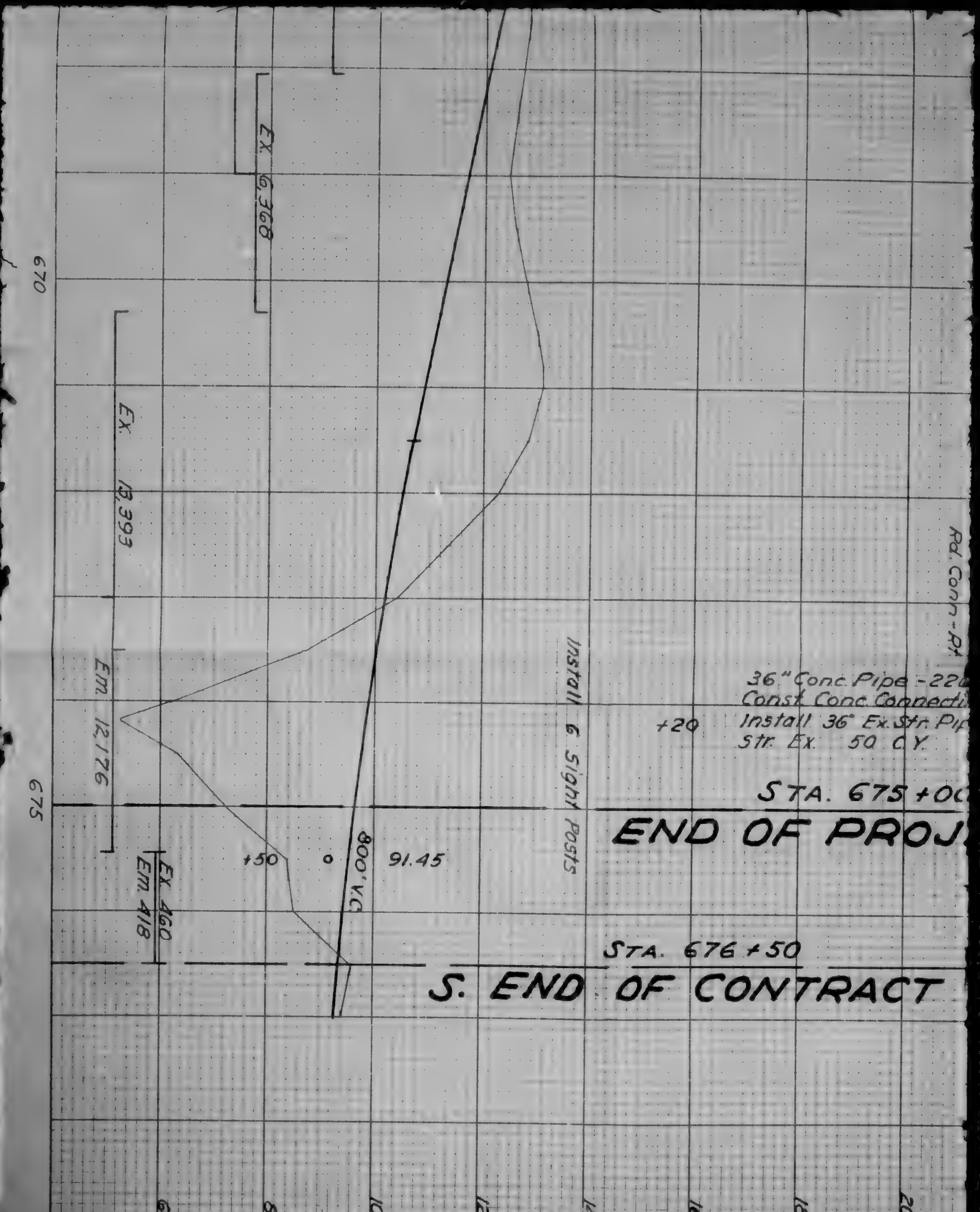
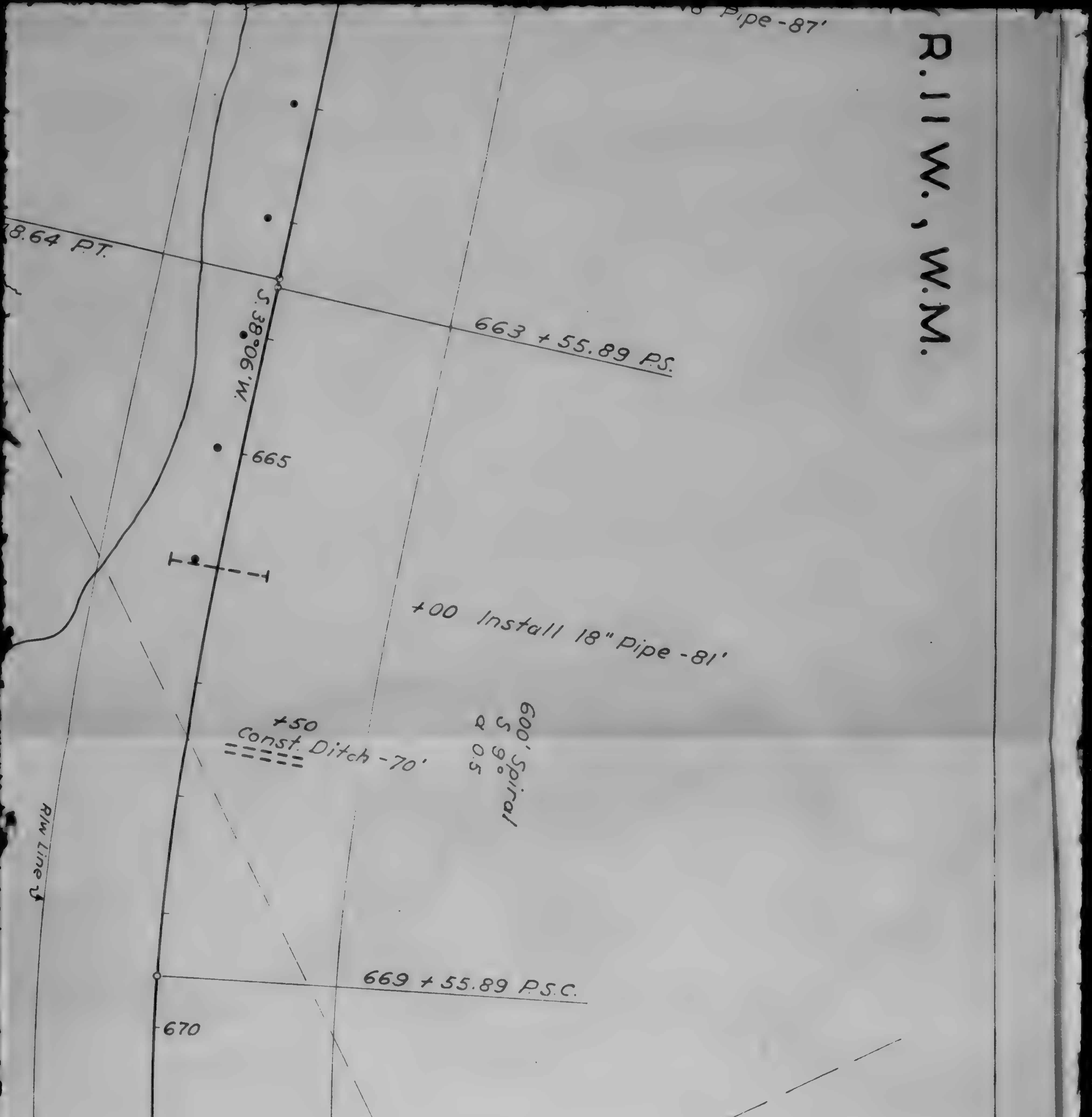
JDW:AM
cc Mr. F. B. Crandall
Mr. Forrest Cooper

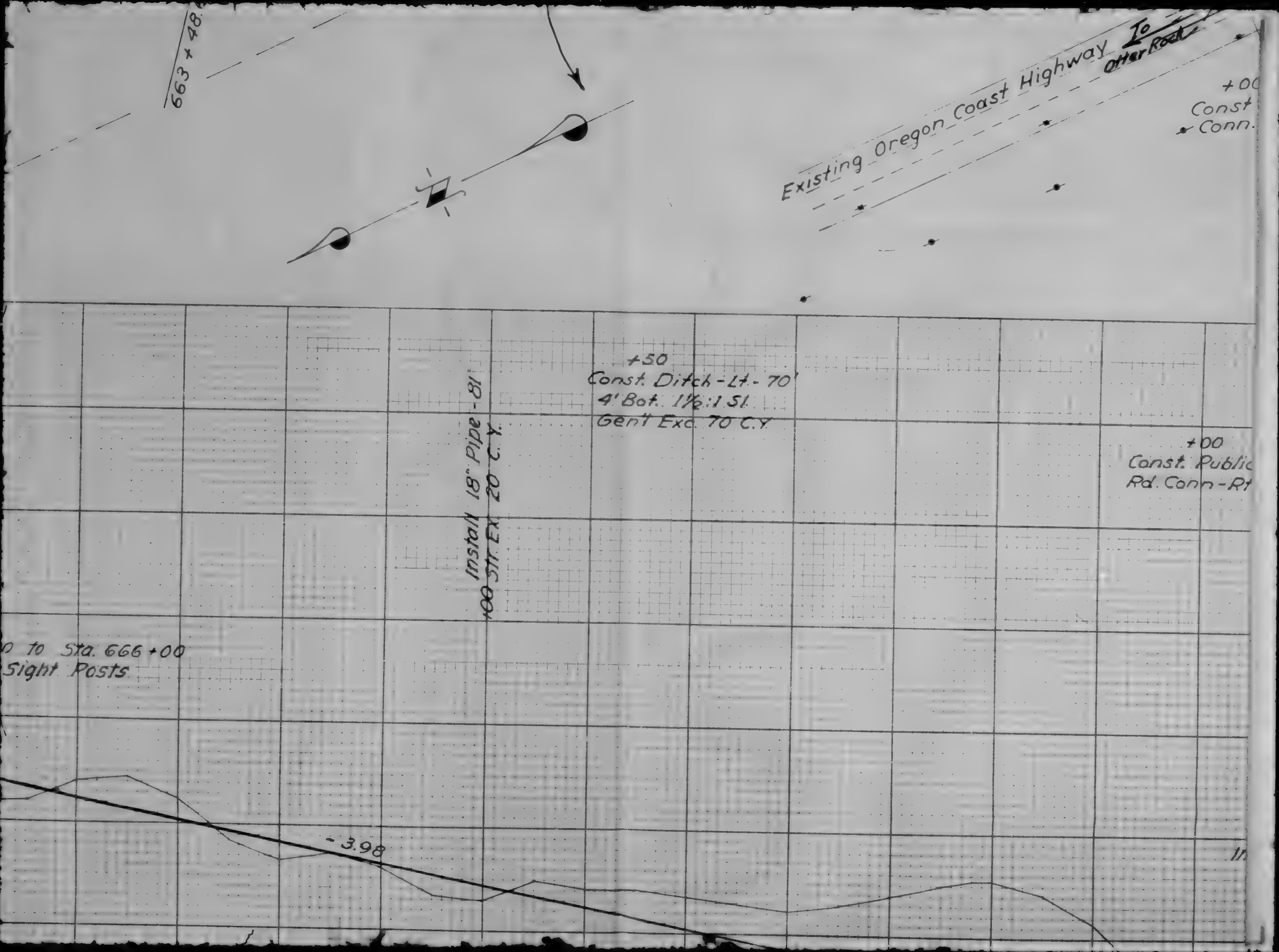

Spiral
5
669 + 55.89 P.S.C.
670
3° C.L.
TΔ 33°05'
Ts 869.33
673 + 50
36" Conc. Pipe - 226' (In pl.)
Const. Conc. Connecting Collar (Extra Work)
Install 36" Ex. Str. Pipe - 96'
+20
674 + 58.7 P.C.S.
600' Spiral
S 9°
a 0.5
South Connection M.P. 145.52
150'
3 Lane
2 Lane
Install 6 Sight Posts
675
11'22'
11'22'
To Depoe Bay
55' R.
55' R.
100'
"Stop"
150'
100'
To Newport
R/w Line
To Rock

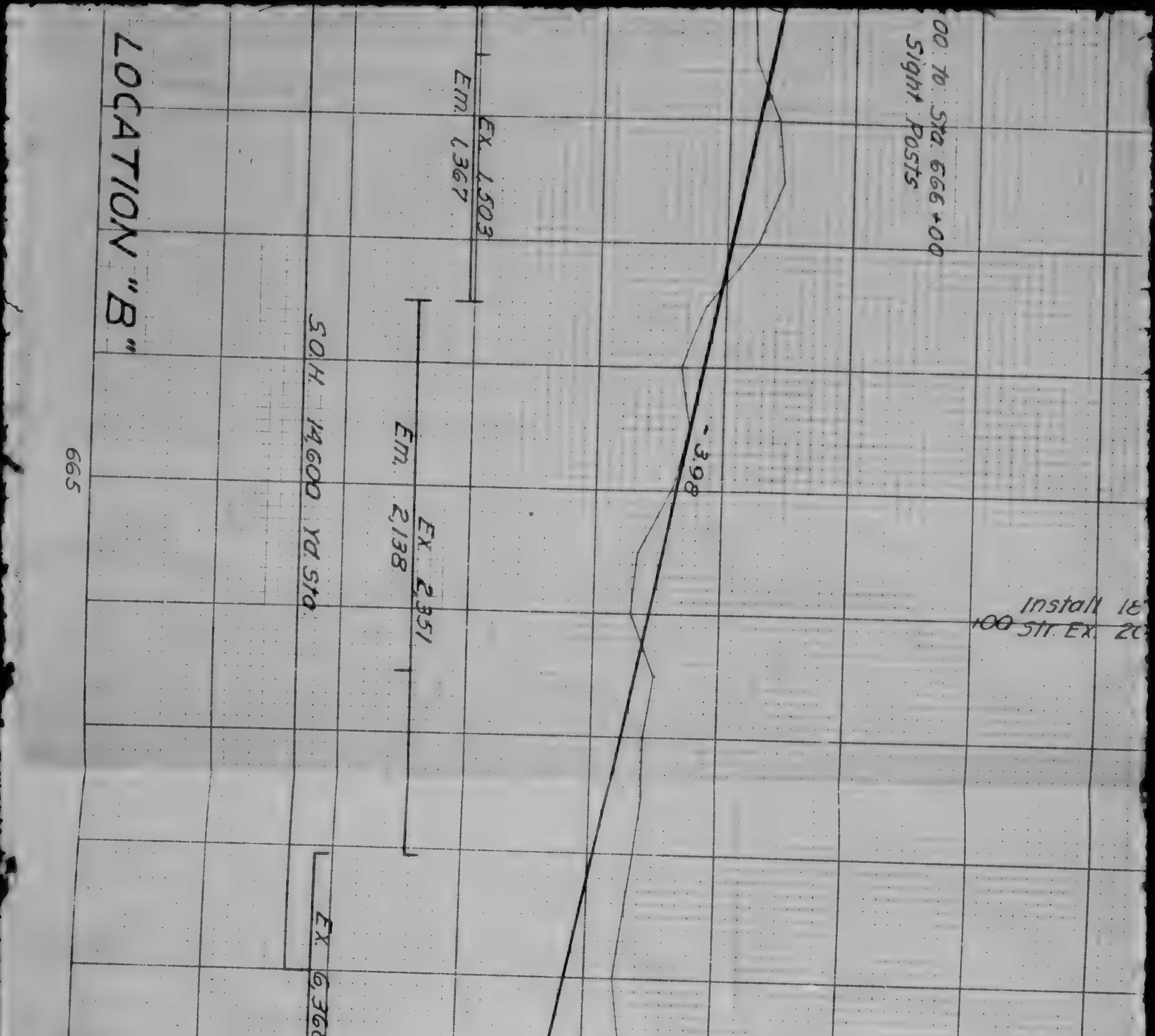
DEPOE BAY-MINER CREEK UNIT SILETZ BAY-MINER CREEK SECTION OREGON COAST HIGHWAY LINCOLN COUNTY				SHEET No. 10
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	BF-110(7)		See Index


50
t Ditch-Lt.-70'
ot. 1½:1.5'
t Exc 70 C.Y.
Existing Oregon Coast Highway
+00
Const Public
Rd. Conn.-Rt.
+00
Const Public Road
Conn. - Rt.
Install 6 Sight Posts
36" Conc. Pipe -226' (In pl.)
Const. Conc. Connecting Collar (Extra Work)
+20
Install 36" Ex. Str. Pipe-96'
Str. Ex. 50 C.Y.
STA. 675+00
END OF PROJECT BF-110(7)
STA. 676+50
S. END OF CONTRACT
120
140
160
180
200
220

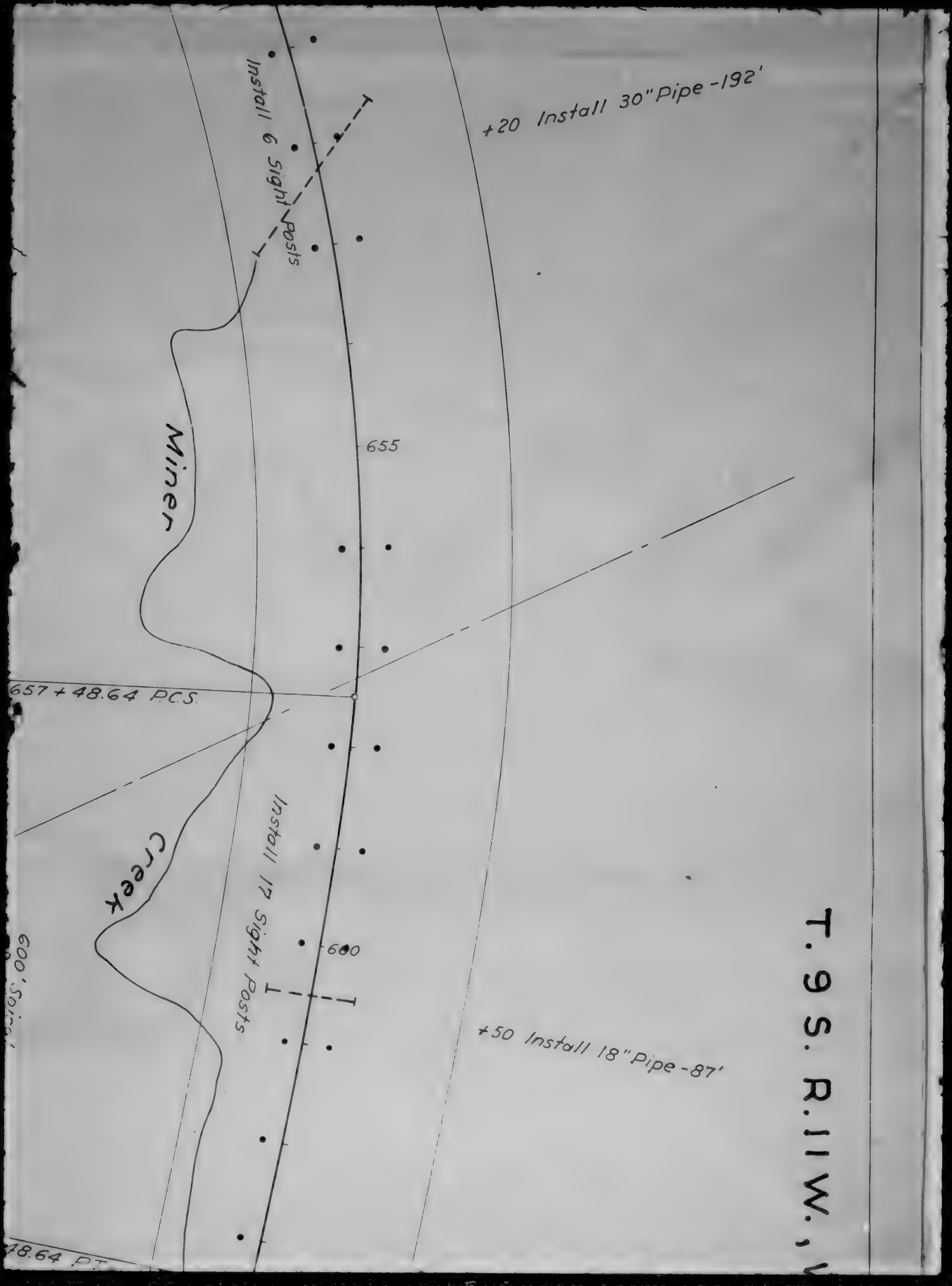

Ex. 6,368
670
Ex. 13,393
Em. 12,176
675
Ex. 460
Em. 418
+50
800' V.C.
91.45
Install 6 Sight Posts
Rd. Conn. - Rt.
36" Conc. Pipe - 22
Const. Conc. Connecti
+20
Install 36" Ex. Str. Pip
Str. Ex. 50 C.Y.
STA. 675 + 0
END OF PROJ
STA. 676 + 50
S. END OF CONTRACT
60
80
100
120
140
160
180
200

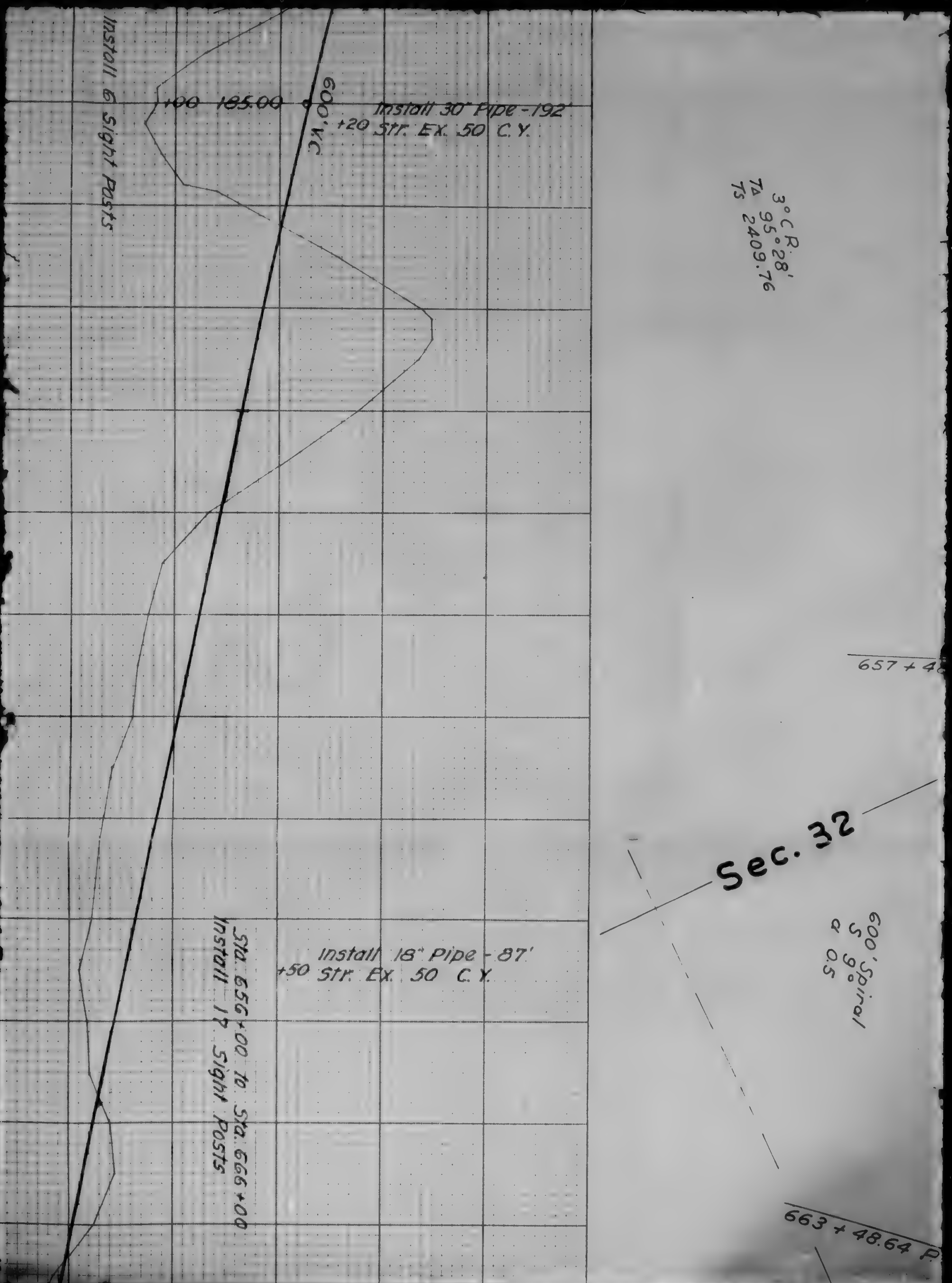

Pipe -87'
R. 11 W., W.M.
78.64 P.T.
S. 38°06' W.
663 + 55.89 P.S.
665
+00 Install 18" Pipe -81'
+50
Const. Ditch -70'
600' Spiral
S 9°
a 0.5
R/W Line
669 + 55.89 P.S.C.
670
11 22'
To Depoe Bay
To
3 Land
3° C.L.
I∆ 33°05'
Ts 869.33
55' R.
55' R.
11 22'
673 + 50
36" Conc. Pipe -226' (In pl.)
Const. Conc. Connecting Collar (Extra Work)
36" Ex. Str. Pipe -96'

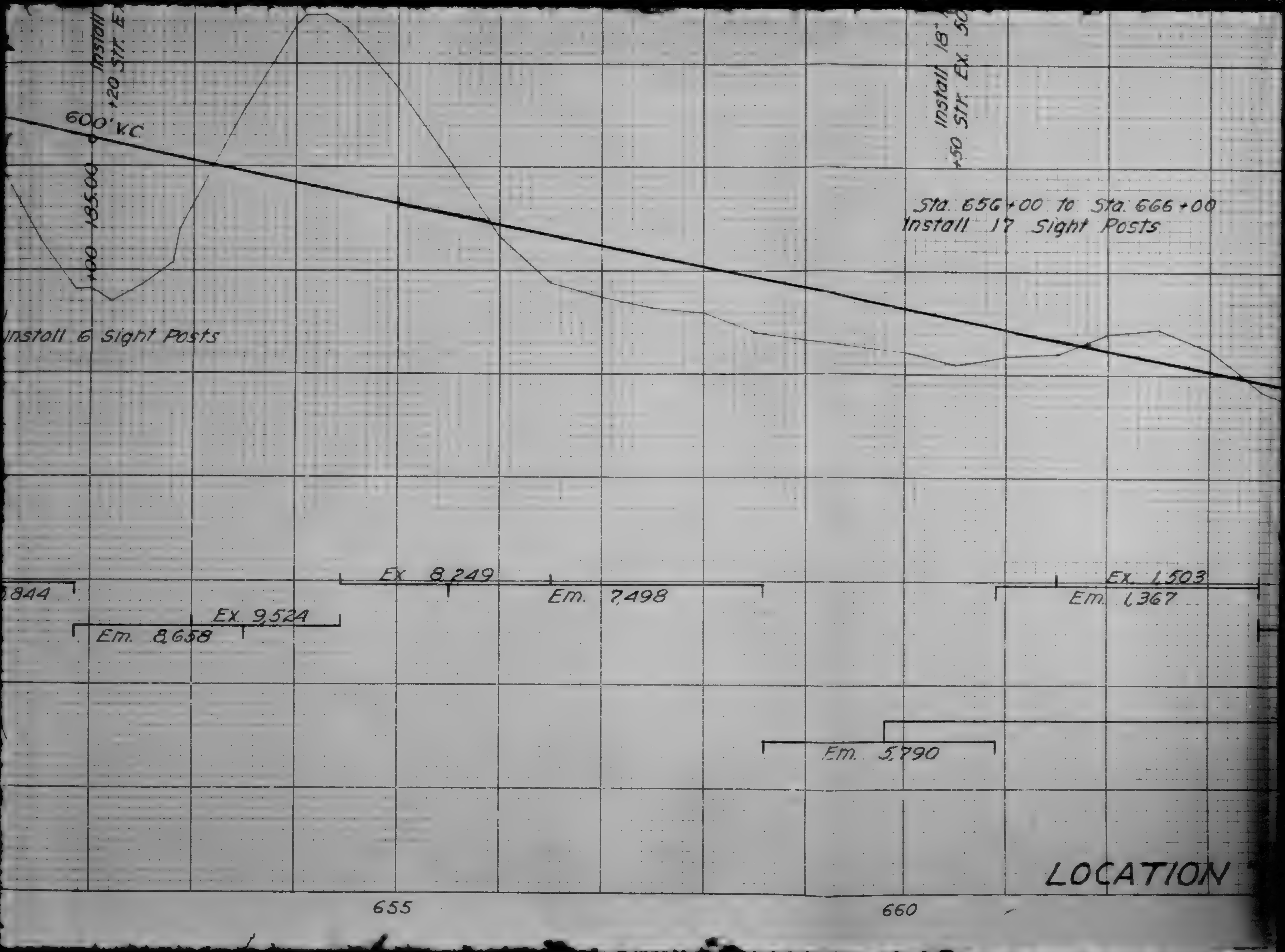

663 + 48.
Existing Oregon Coast Highway To Otter Rock
+00
Const
Conn.
+50
Const. Ditch - Lt. - 70'
4' Bot. 1½:1 Sl.
Gen'l Exc. 70 C.Y.
Install 18" Pipe - 81'
+00 Str. Ex. 20 C.Y.
+00
Const. Public
Rd. Conn - Rt
0 to Sta. 666 + 00
Sight Posts
- 3.98
11

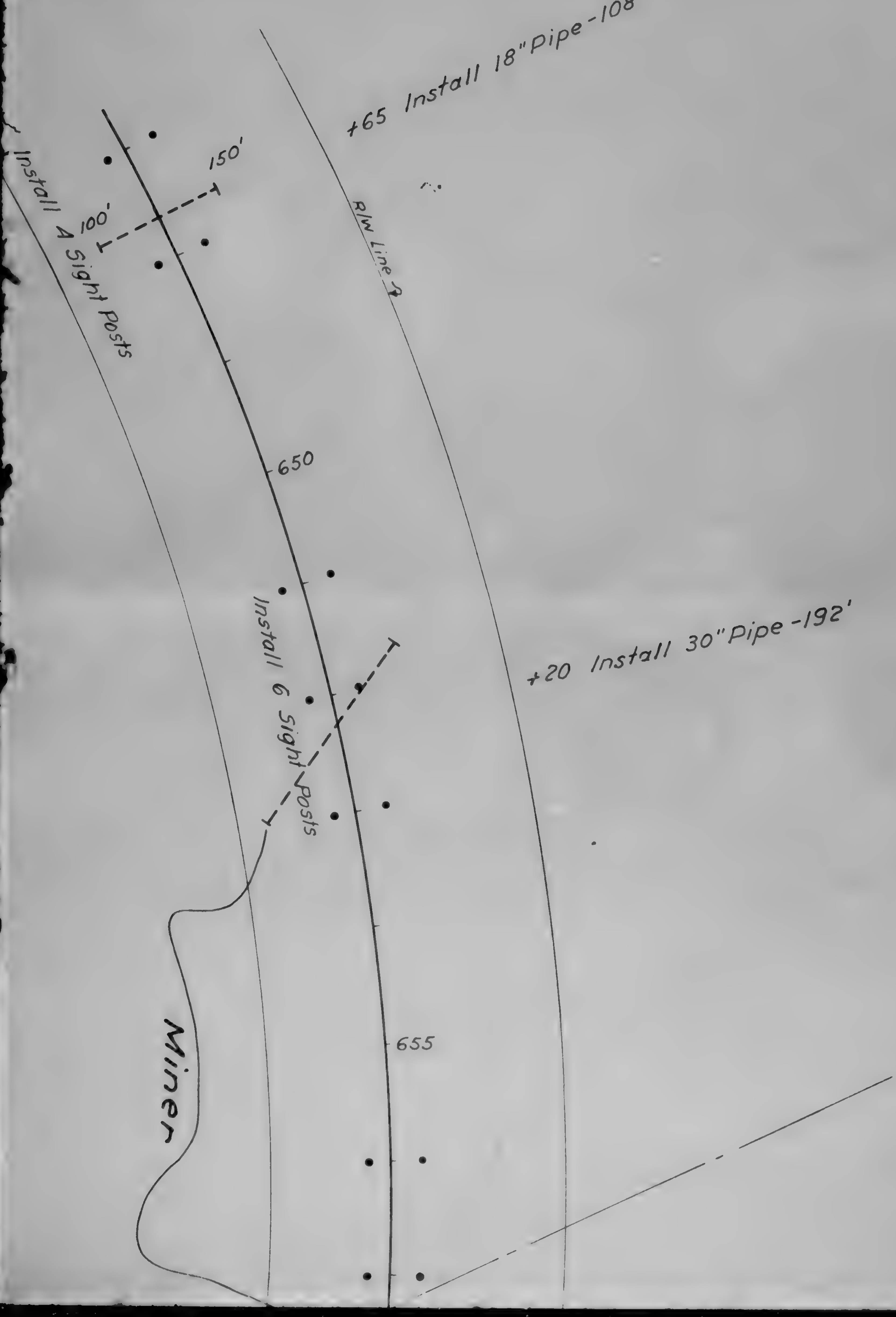


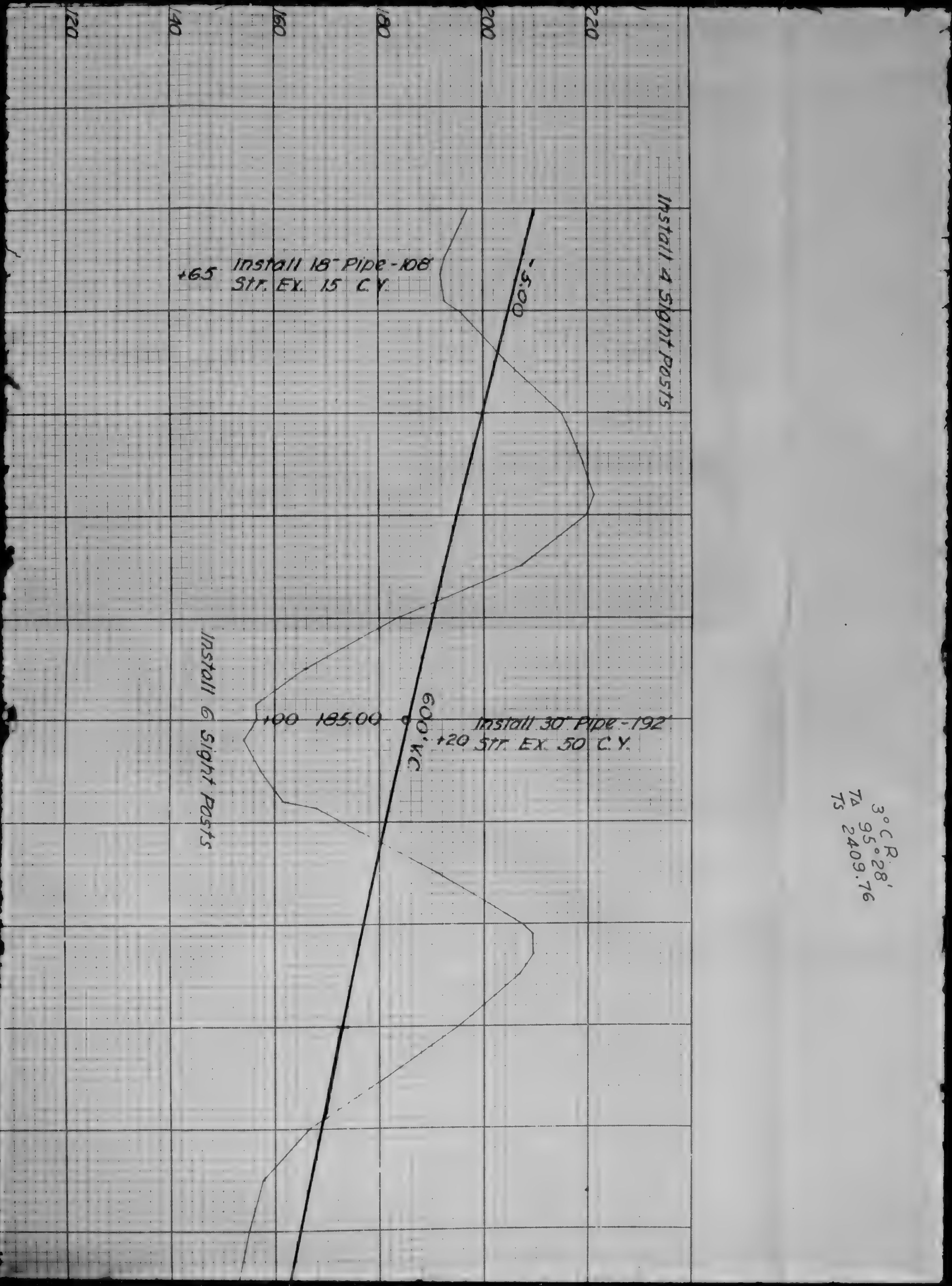
LOCATION "B"
665
670
Ex. 1,503
Em. 1,367
Ex. 2,351
Em. 2,138
S.O.H. 14,600 Yd Sta.
Ex. 6,368
Ex. 13,393
-3.98
00 to Sta. 666+00
Sight Posts
Install 18
+00 Str. Ex. 20
Rd. Conn.-Rt

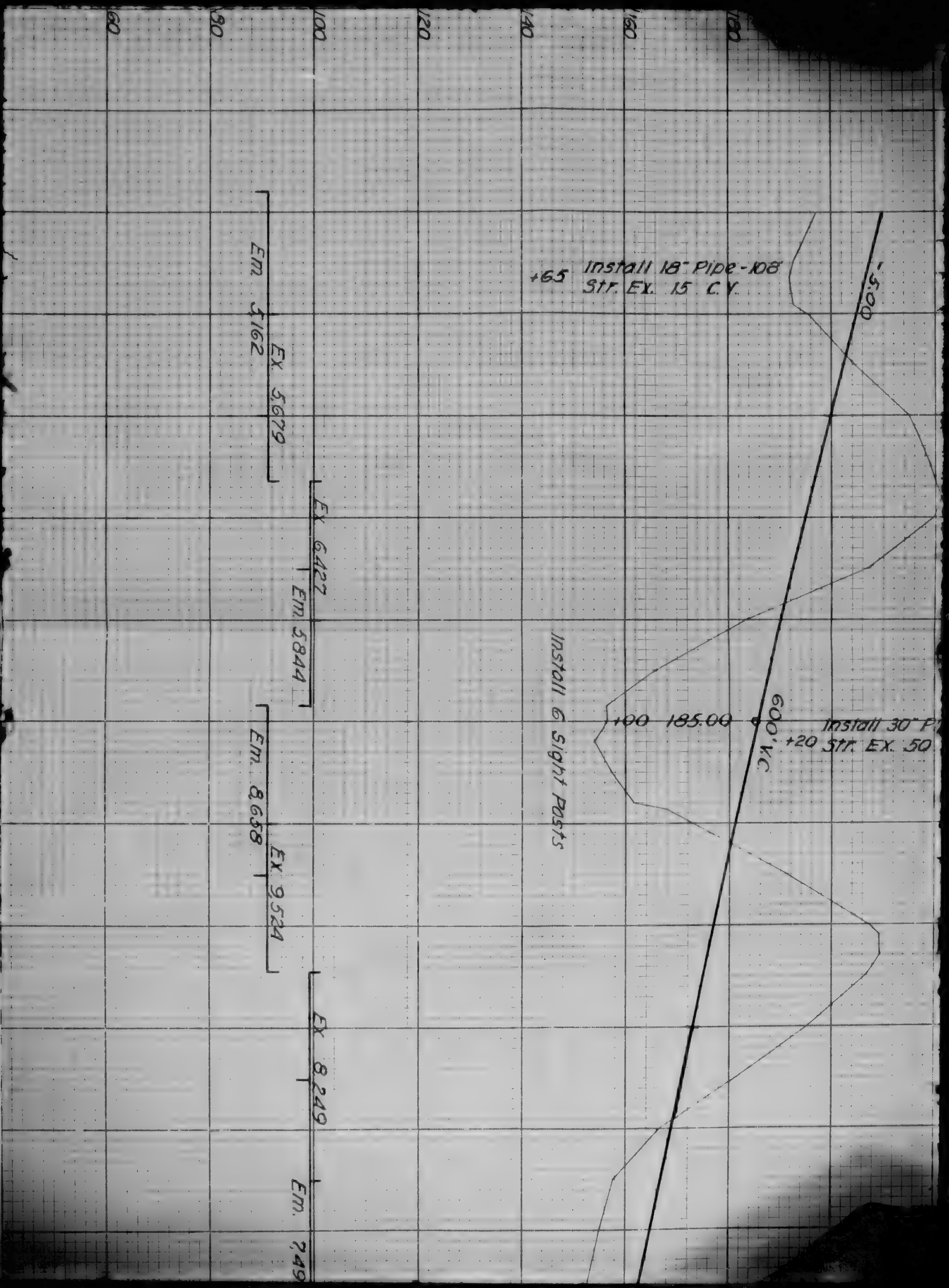

Install 6 Sight Posts
+20 Install 30" Pipe -192'
655
Miner
657+48.64 P.C.S.
Creek
Install 17 Sight Posts
600
600' Spiral
+50 Install 18" Pipe -87'
48.64 P.T.
T. 9 S. R. 11 W.,

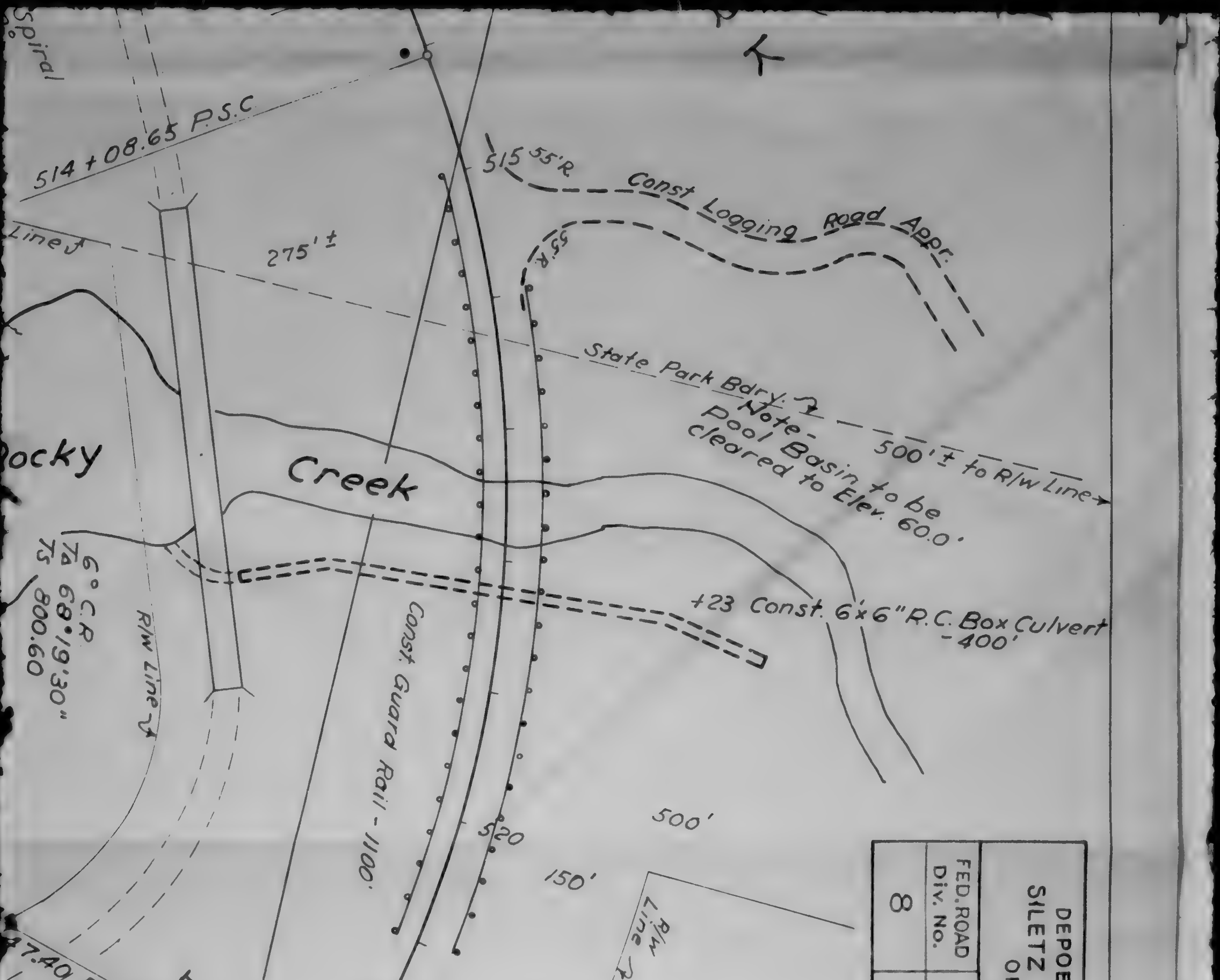

Install 6 Sight Posts
+00 185.00
600' V.C.
Install 30" Pipe - 192'
+20 Str. Ex. 50 C.Y.
3° C.R.
TΔ 95°28'
Ts 2409.76
657 + 4
Sec. 32
600' Spiral
S 9°
a 0.5
Sta. 656+00 to Sta. 666+00
Install 17 Sight Posts
Install 18" Pipe - 87'
+50 Str. Ex. 50 C.Y.
663 + 48.64 P.


Install
+20 Str. E
600' V.C.
+00 185.00
Install 6 Sight Posts
Install 18"
+50 Str. Ex. 50
Sta. 656+00 to Sta. 666+00
Install 17 Sight Posts
,844
Em. 8,658
Ex. 9,524
Ex. 8,249
Em. 7,498
Ex. 1,503
Em. 1,367
Em. 5,790
LOCATION
655
660


+65 Install 18" Pipe-108'
150'
100'
Install 4 Sight Posts
R/W Line R
650
Install 6 Sight Posts
+20 Install 30" Pipe-192'
655
Miner

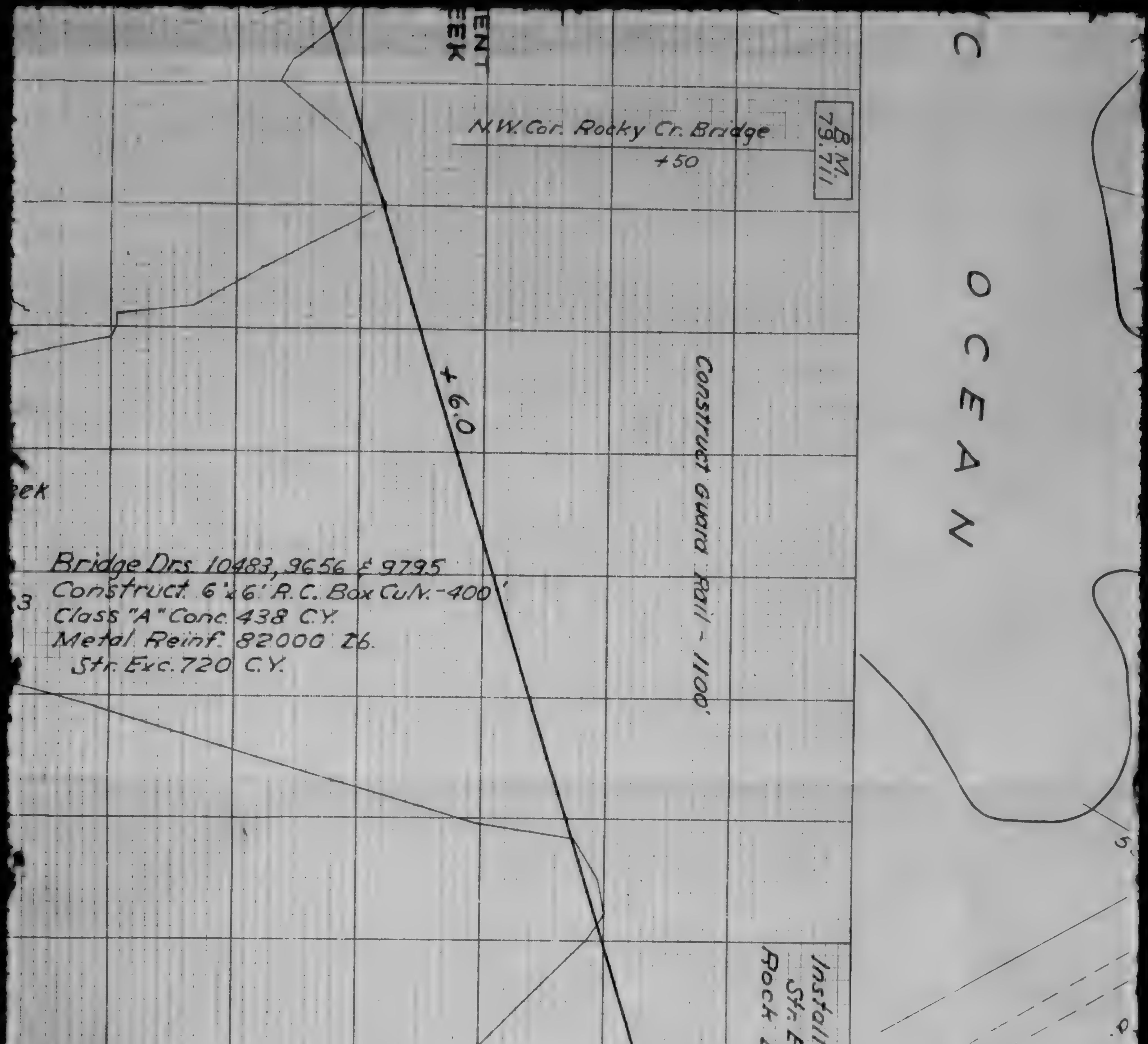

120
140
160
180
200
220
Install 4 Sight Posts
+65 Install 18" Pipe - 108'
Str. Ex. 15 C.Y.
5.00'
Install 6 Sight Posts
+00 185.00
600' V.C.
Install 30" Pipe - 192'
+20 Str. Ex. 50 C.Y.
3° C R.
Δ 95°28'
Ts 2409.76

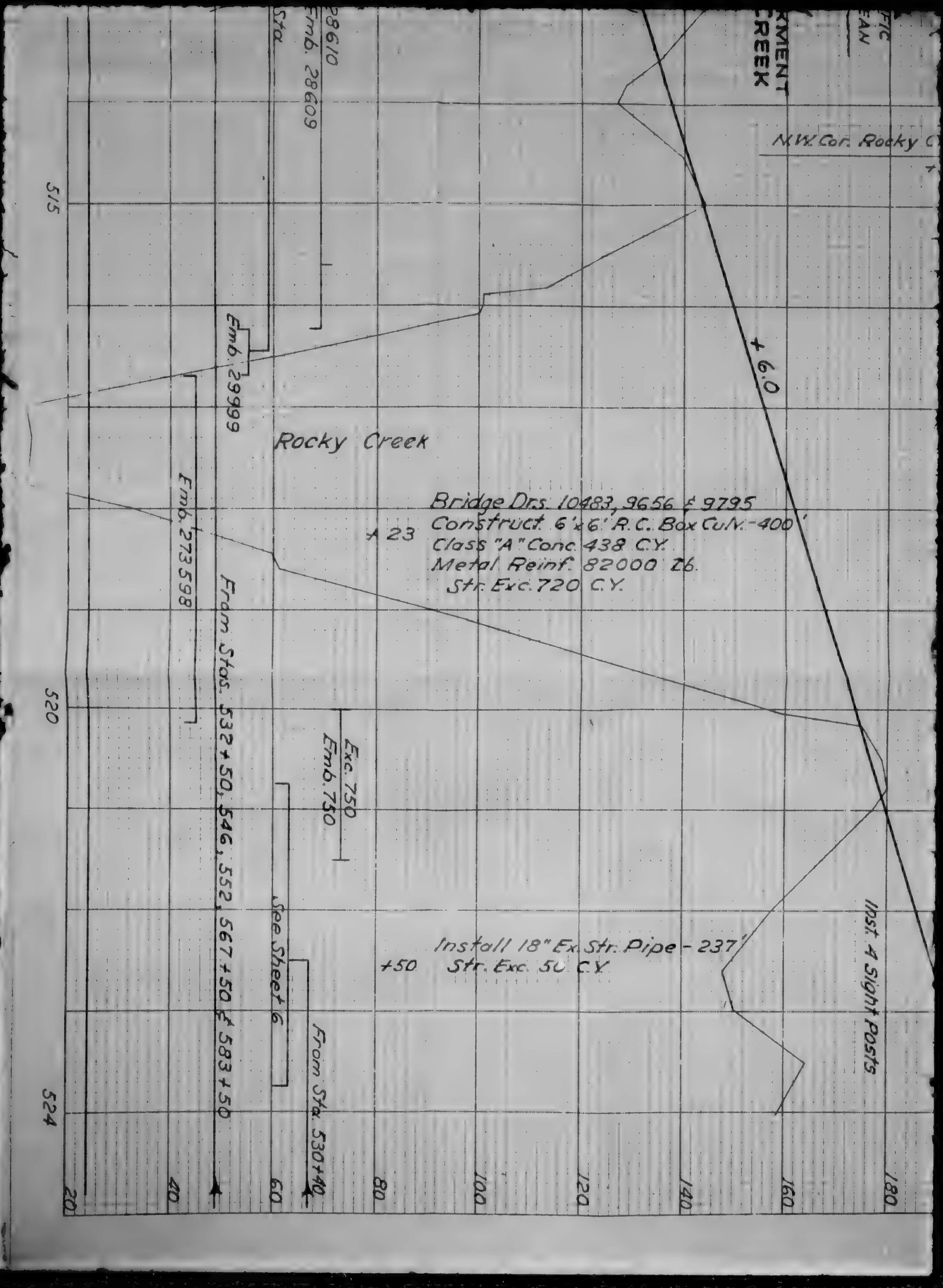

60
80
100
120
140
160
180
+65 Install 18" Pipe-108'
Str. Ex. 15 C.Y.
5.00'
Em. 5162
Ex 5679
Ex 6427
Em. 5844
Install 6 Sight Posts
+00 185.00
600' V.C.
Install 30" P
+20 Str. Ex. 50
Em. 8658
Ex 9524
Ex 8249
Em. 749


Spiral
514+08.65 P.S.C.
515
55'R
Const. Logging Road Appr.
55'R
Line
275'±
State Park Bdry.
Note- Pool Basin to be cleared to Elev. 60.0'
500'± to R/W Line
Rocky
Creek
+23 Const. 6×6" R.C. Box Culvert -400'
6° C.R.
Δ 68°19'30"
TS 800.60
R/W Line
Const. Guard Rail - 1100'
520
500'
150'
R/W Line
47.40 P.C.S.
Install 4 Sight Posts
Install 8" Perf. Dr. P.- 650'
+50 Install 18" Ex. Str. P.-237'
150'

DEPOE BAY-MINER CREEK UNIT
SILETZ BAY-MINER CREEK SECTION
OREGON COAST HIGHWAY
LINCOLN COUNTY

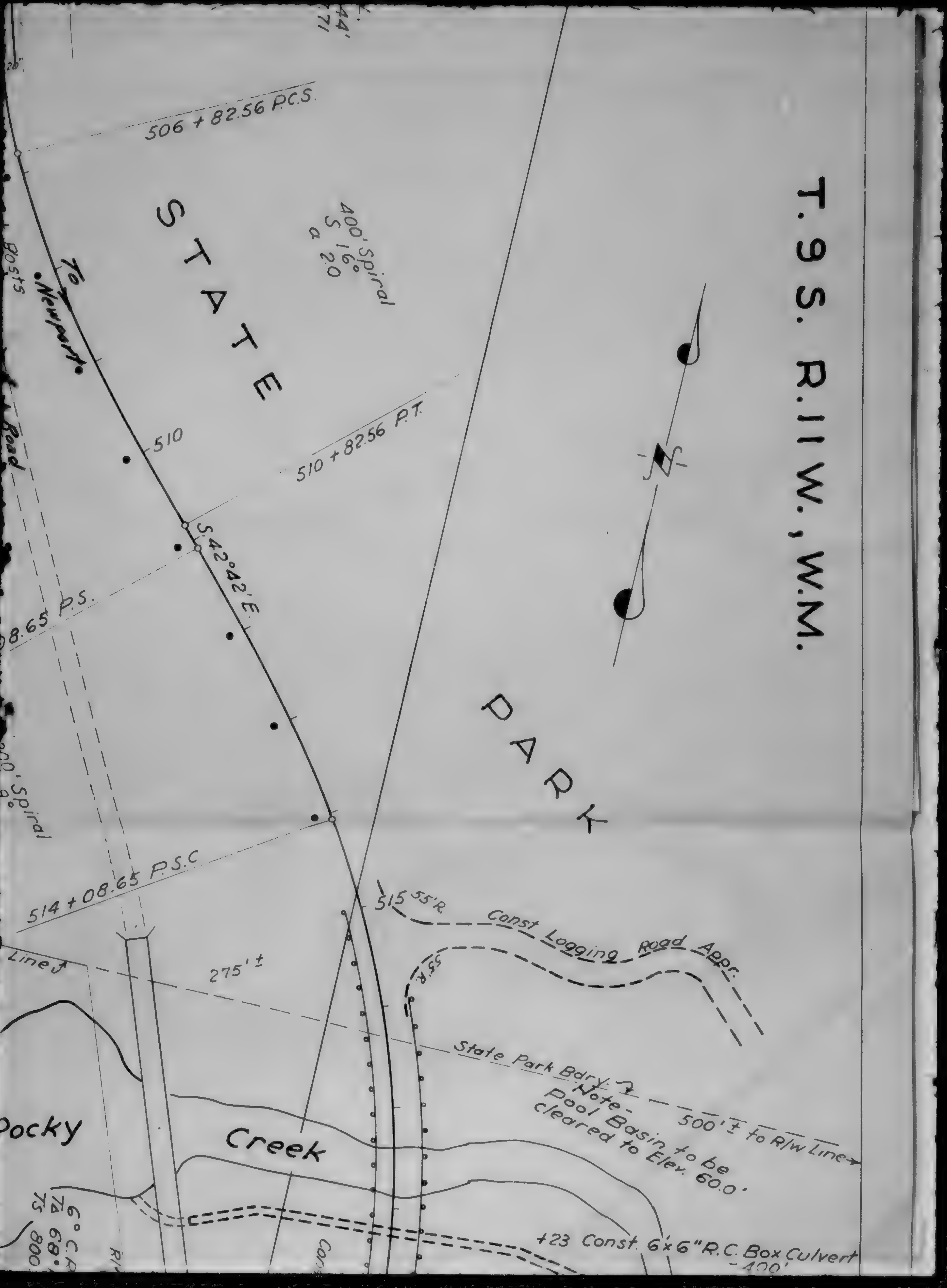
FED. ROAD DIV. No.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET No.	TOTAL SHEETS
8	OREGON	BF-110(7)		5	See index

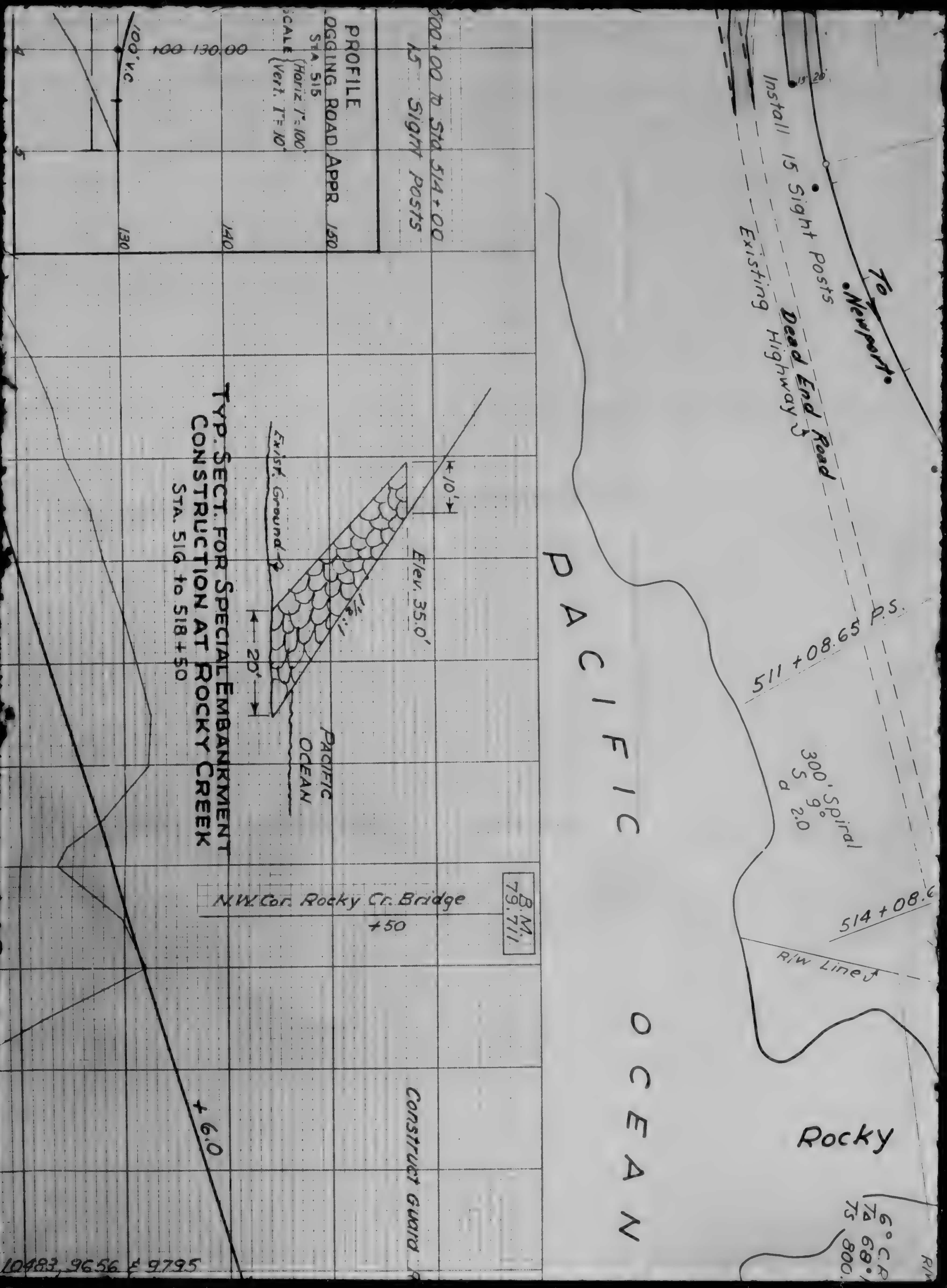

ENT
EEK
C
OCEAN
N.W. Cor. Rocky Cr. Bridge
B.M. 79.711
+50
+6.0
Construct Guard Rail - 1100'
eek
Bridge Drs. 10483, 9656 & 9795
Construct 6'x6' R.C. Box Culv. - 400'
Class "A" Conc. 438 C.Y.
Metal Reinf. 82000 Lb.
Str. Exc. 720 C.Y.
3
Install 18" Ex. Str. Pipe - 237'
Str. Exc. 50 C.Y.
50
Inst. 4 Sight Posts
Install 8" Perf. Dr. Pipe - 650'
Str. Exc. 650 C.Y.
Rock Backfill 600 C.Y.
100
120
140
160
180
200

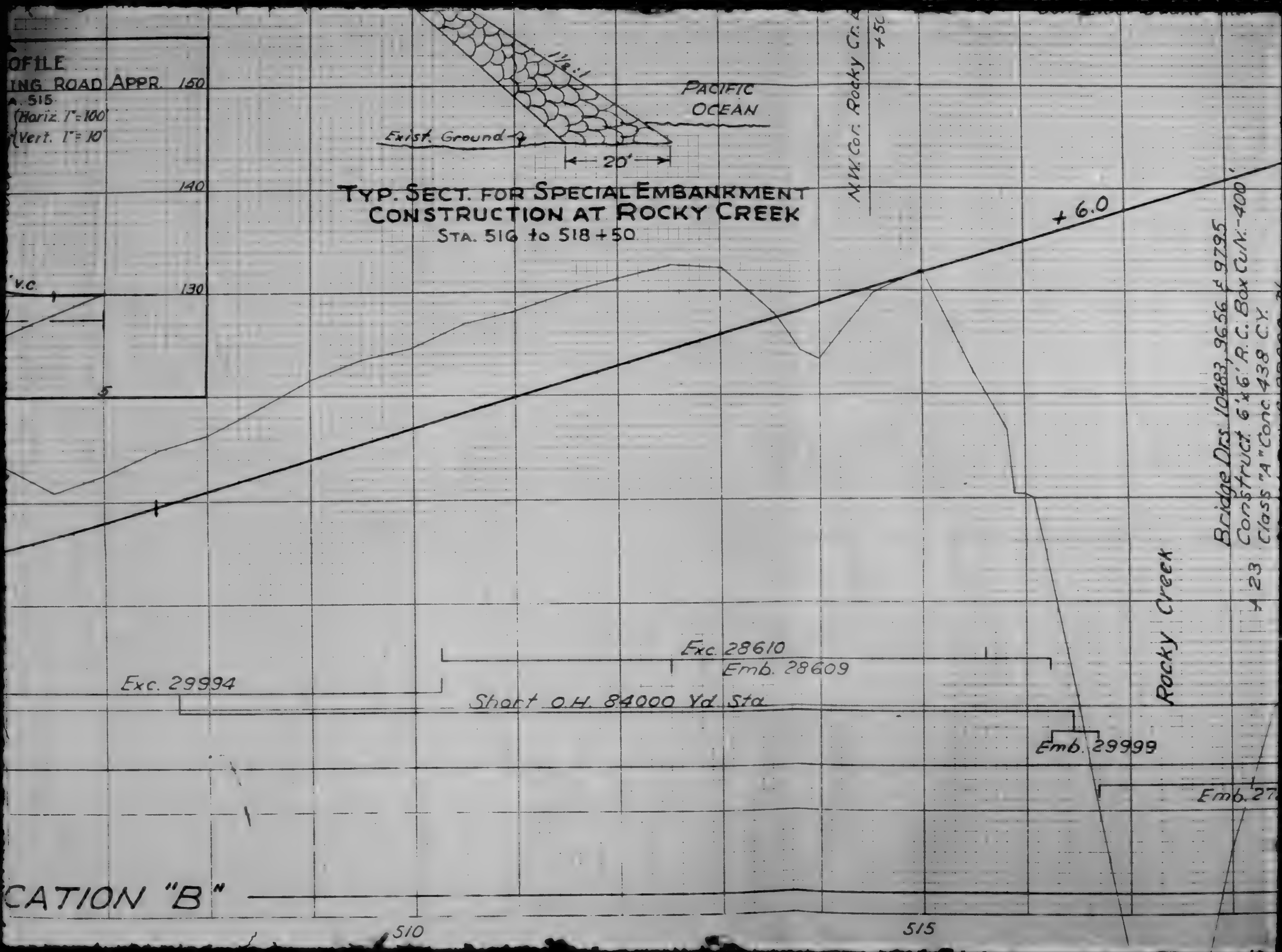

RMENT
CREEK
FIC
EAN
N.W. Cor. Rocky C
28610
Emb. 28609
Sta.
515
Emb. 29999
Rocky Creek
Emb. 273598
+6.0
+23
From Stas. 532+50, 546, 552, 567+50 & 583+50
520
Exc. 750
Emb. 750
See Sheet 6
+50
Inst. 4 Sight Posts
From Sta. 530+40
524
20
40
60
80
100
120
140
160
180

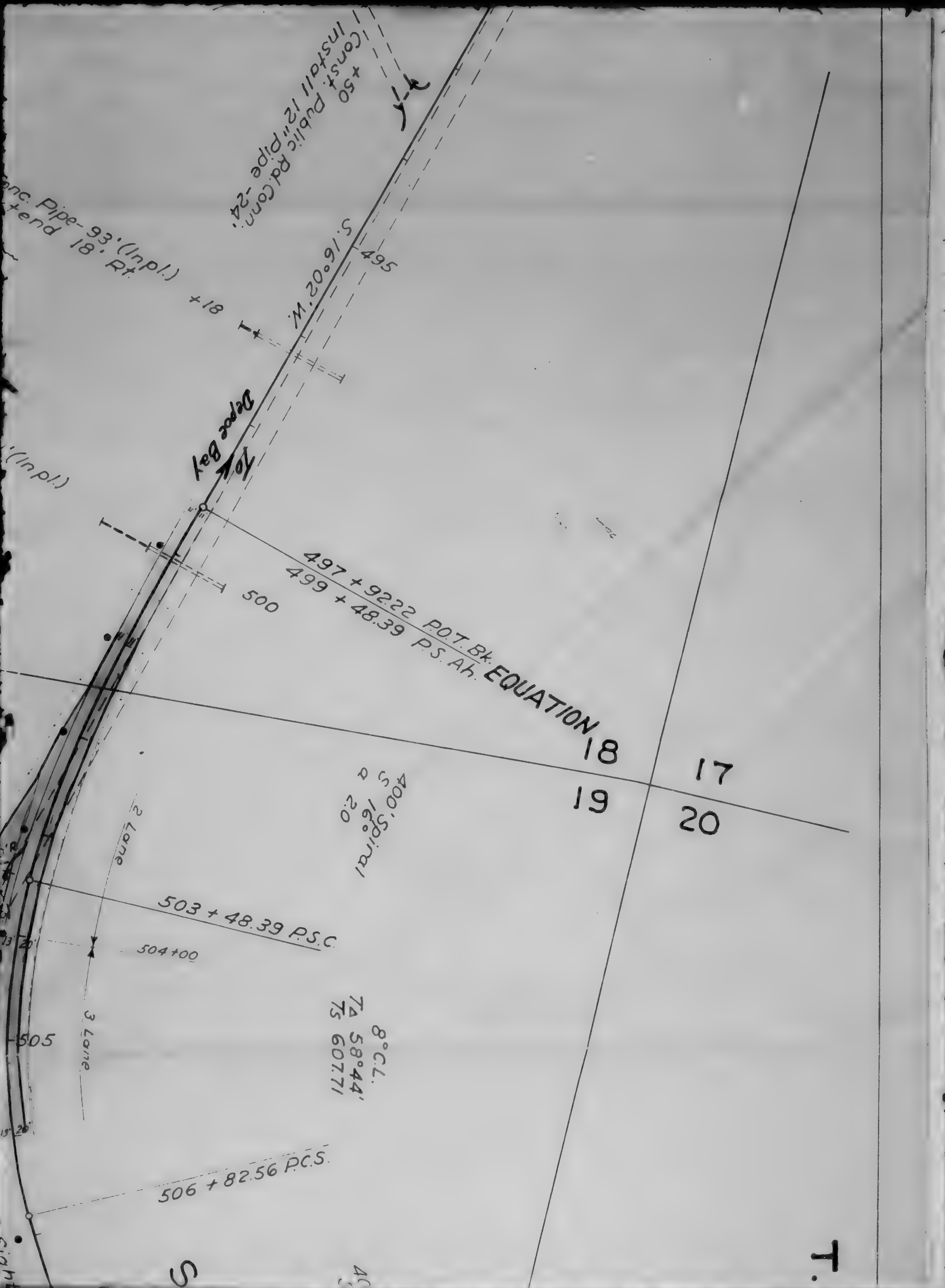
Bridge Drs. 10483, 9656 & 9795
Construct 6'x6' R.C. Box Culv. - 400'
Class "A" Conc. 438 C.Y.
Metal Reinf. 82000 lb.
Str. Exc. 720 C.Y.

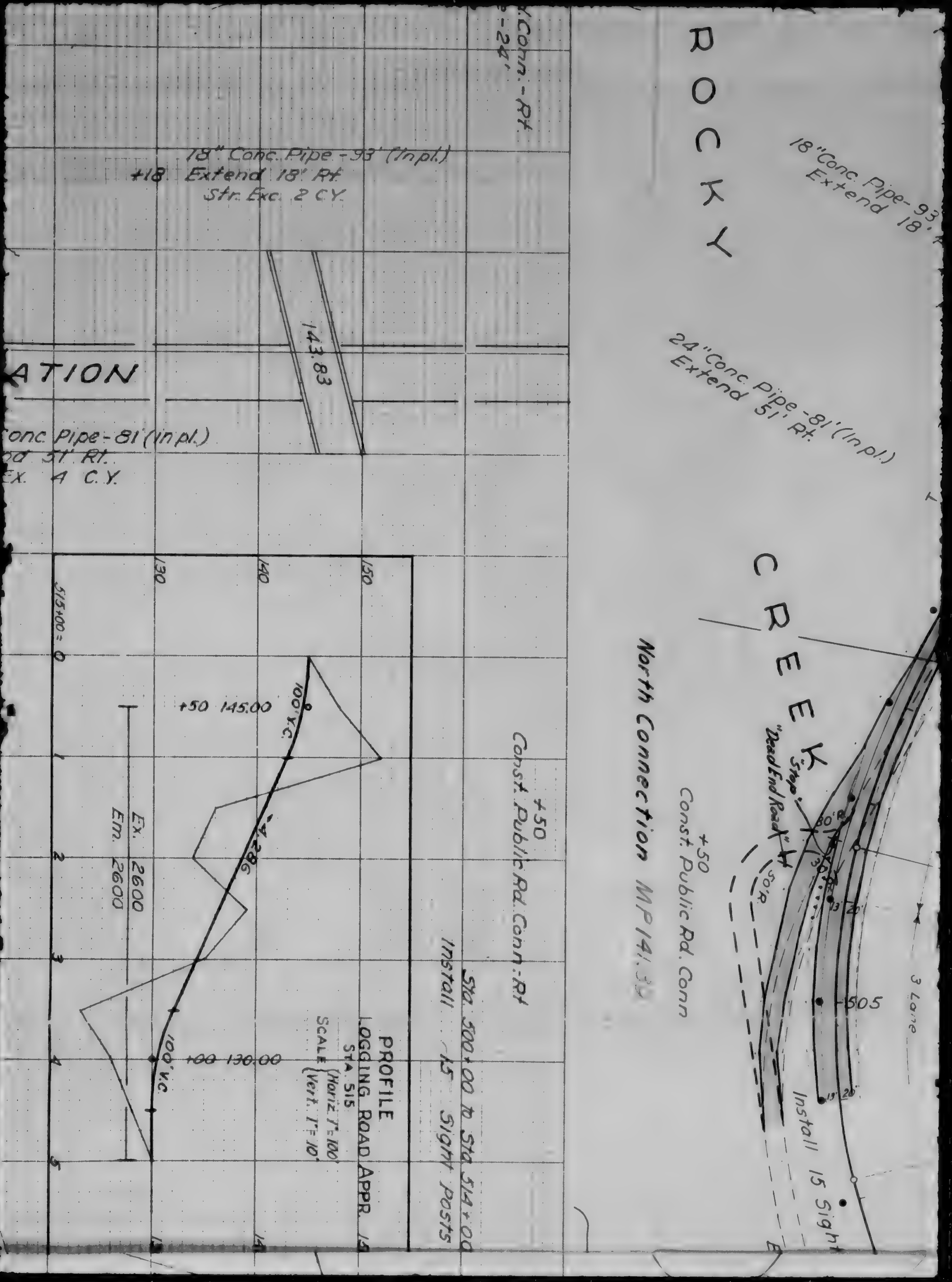
Install 18" Ex. Str. Pipe - 237'
Str. Exc. 50 C.Y.

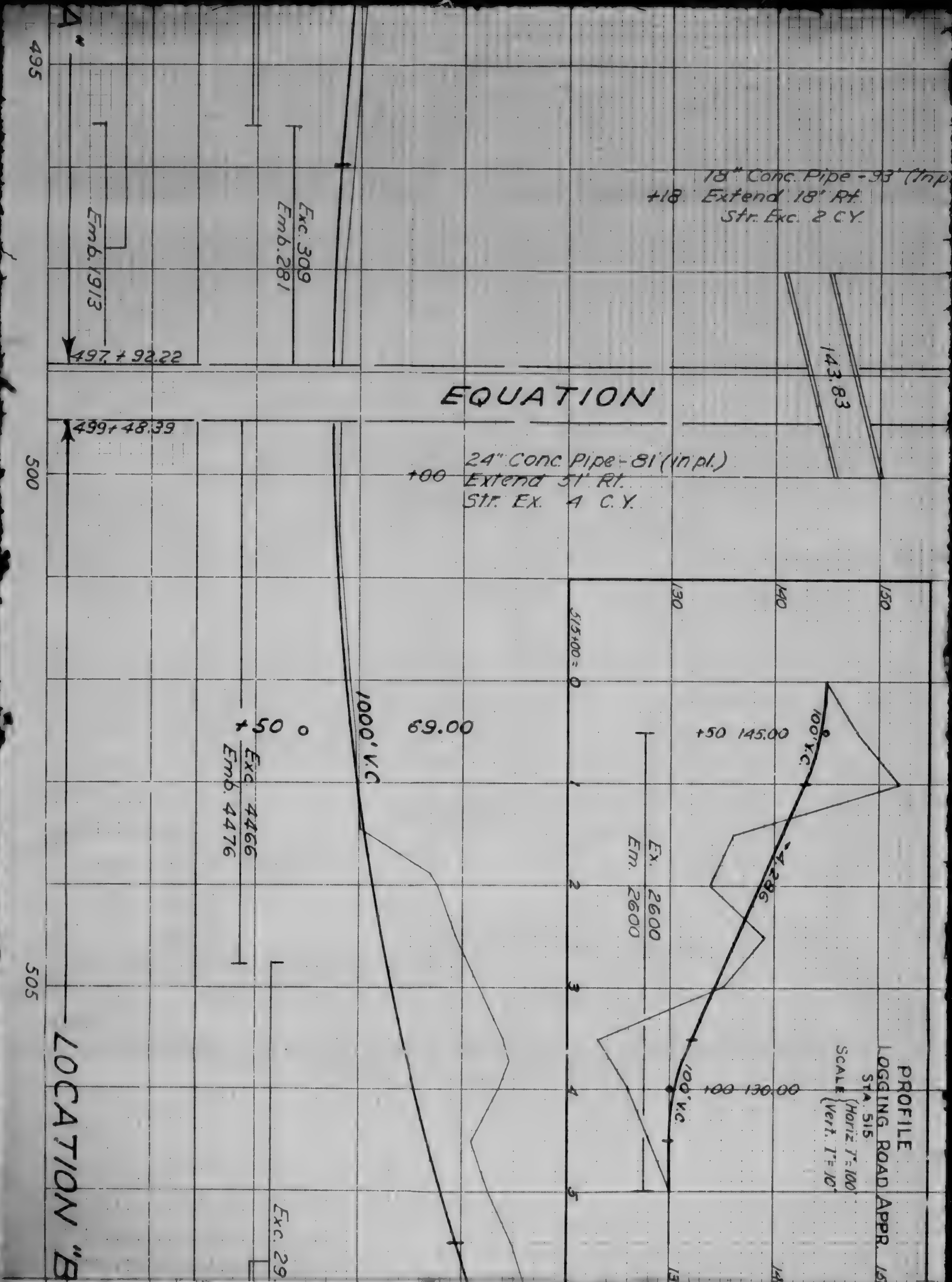

T.9S. R.11W., W.M.
506 + 82.56 P.C.S.
STATE
PARK
400' Spiral
S 16°
a 2.0
To Newport
Posts
Road
510
510 + 82.56 P.T.
S.42°42'E.
08.65 P.S.
200' Spiral
9°
514 + 08.65 P.S.C
515
55'R.
Const Logging Road Appr.
55'R.
Line
275' ±
State Park Bdry.
500' ± to R/W Line
Note-
Pool Basin to be
cleared to Elev. 60.0'
ocky
Creek
+23 Const. 6'x6" R.C. Box Culvert
-400'
6° C.R.
74 68°
75 800.


PROFILE
OGGING ROAD APPR.
STA. 515
CALE {Horiz 1"=100' Vert. 1"=10'
500+00 to Sta 514+00
15 Sight Posts
100' V.C.
+00 130.00
4
5
130
140
150
TYP. SECT. FOR SPECIAL EMBANKMENT CONSTRUCTION AT ROCKY CREEK
STA. 516 to 518+50
Exist. Ground ℄
10'
Elev. 35.0'
1½:1
20'
PACIFIC OCEAN
B.M. 79.711
N.W. Cor. Rocky Cr. Bridge
+50
+6.0
Construct Guard
10483, 96.56 & 97.95
PACIFIC OCEAN
19
20
Install 15 Sight Posts
To Newport
Dead End Road
Existing Highway 3
511+08.65 P.S.
300' Spiral
S 9°
a 2.0
514+08.6
R/W Line
Rocky
6° C.P.
Δ 68°
TS 800.
R/W

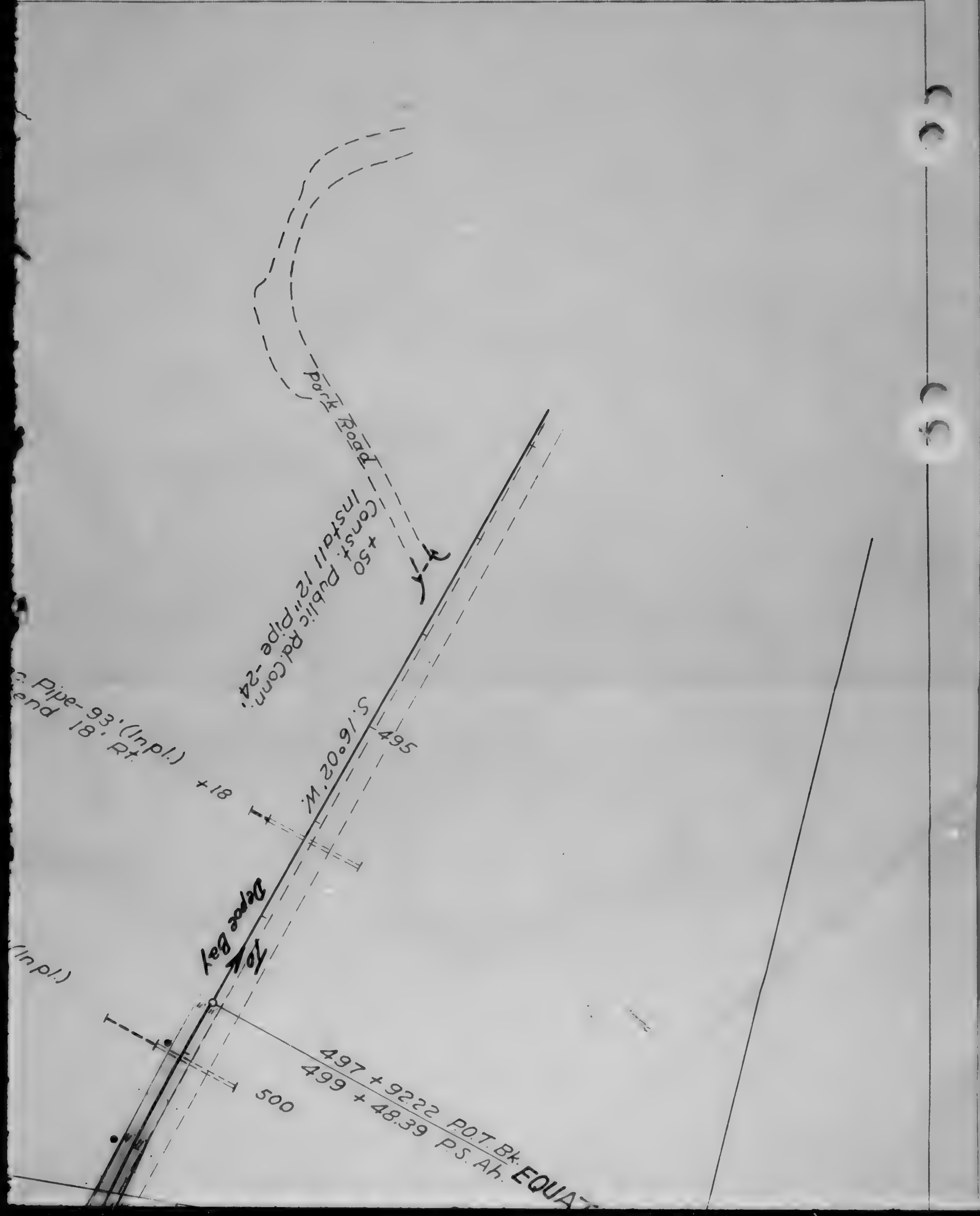

OFILE
ING ROAD APPR.
A. 515
Horiz. 1" = 100'
Vert. 1" = 10'
150
140
130
V.C.
5
Exist. Ground
1½:1
PACIFIC
OCEAN
20'
TYP. SECT. FOR SPECIAL EMBANKMENT
CONSTRUCTION AT ROCKY CREEK
STA. 516 to 518+50
N.W. Cor. Rocky Cr.
+50
+6.0
Bridge Drs. 10483, 9656 & 9795
Construct 6'x6' R.C. Box Culv.-400'
Class "A" Conc. 438 C.Y.
+23
Rocky Creek
Exc. 28610
Emb. 28609
Exc. 29994
Short O.H. 84000 Yd. Sta.
Emb. 29999
Emb. 27
CATION "B"
510
515


Install 12" Pipe -24'
Const. Public Rd. Conn.
+50
Conc. Pipe-93' (Inpl.)
Extend 18' Rt.
+18
495
S.16°20'W.
To Depoe Bay
'(Inpl.)
500
497 + 92.22 P.O.T. Bk.
499 + 48.39 P.S. Ah.
EQUATION
18
17
19
20
400' Spiral
S 16°
a 2.0
2 Lane
503 + 48.39 P.S.C.
504+00
3 Lane
505
8° C.L.
Δ 58°44'
Ts 607.71
506 + 82.56 P.C.S.
S
T.


'Conn.-Rt
-24'
18" Conc. Pipe - 93' (In pl.)
+18 Extend 18' Rt.
Str. Exc. 2 C.Y.
143.83
ATION
Conc. Pipe - 81' (In pl.)
nd 51' Rt.
Ex. 4 C.Y.
ROCKY
CREEK
18" Conc. Pipe - 93'
Extend 18' R
24" Conc. Pipe - 81' (In pl.)
Extend 51' Rt.
North Connection MP 141.39
+50
Const. Public Rd. Conn.
+50
Const. Public Rd. Conn.: Rt
Sta. 500+00 to Sta. 514+00
Install 15 Sight Posts
Install 15 Sight
"Stop"
"Dead End Road"
30' R
30' R
50' R
13'
20'
505
3 Lane
515+00 = 0
130
140
150
+50 145.00
100' V.C.
-4.28%
+00 130.00
100' V.C.
Ex. 2600
Em. 2600
PROFILE
LOGGING ROAD APPR.
STA. 515
SCALE (Horiz. 1" = 100')
(Vert. 1" = 10')


A"
495
Emb. 1913
Exc. 309
Emb. 281
18" Conc. Pipe - 93' (Inp
+18 Extend 18' Rt.
Str. Exc. 2 C.Y.
497+92.22
EQUATION
143.83
499+48.39
500
+00 24" Conc. Pipe - 81' (in pl.)
Extend 51' Rt.
Str. Ex. 4 C.Y.
+50 0
69.00
1000' V.C.
Exc. 4466
Emb. 4476
505
LOCATION "B
Exc. 29.
130
140
150
515+00 = 0
1
2
3
4
5
+50 145.00
100' V.C.
-7.286
Ex. 2600
Em. 2600
+00 130.00
100' V.C.
13
14
15
PROFILE
LOGGING ROAD APPR.
STA. 515
SCALE {Horiz. 1"=100'
Vert. 1"=10'

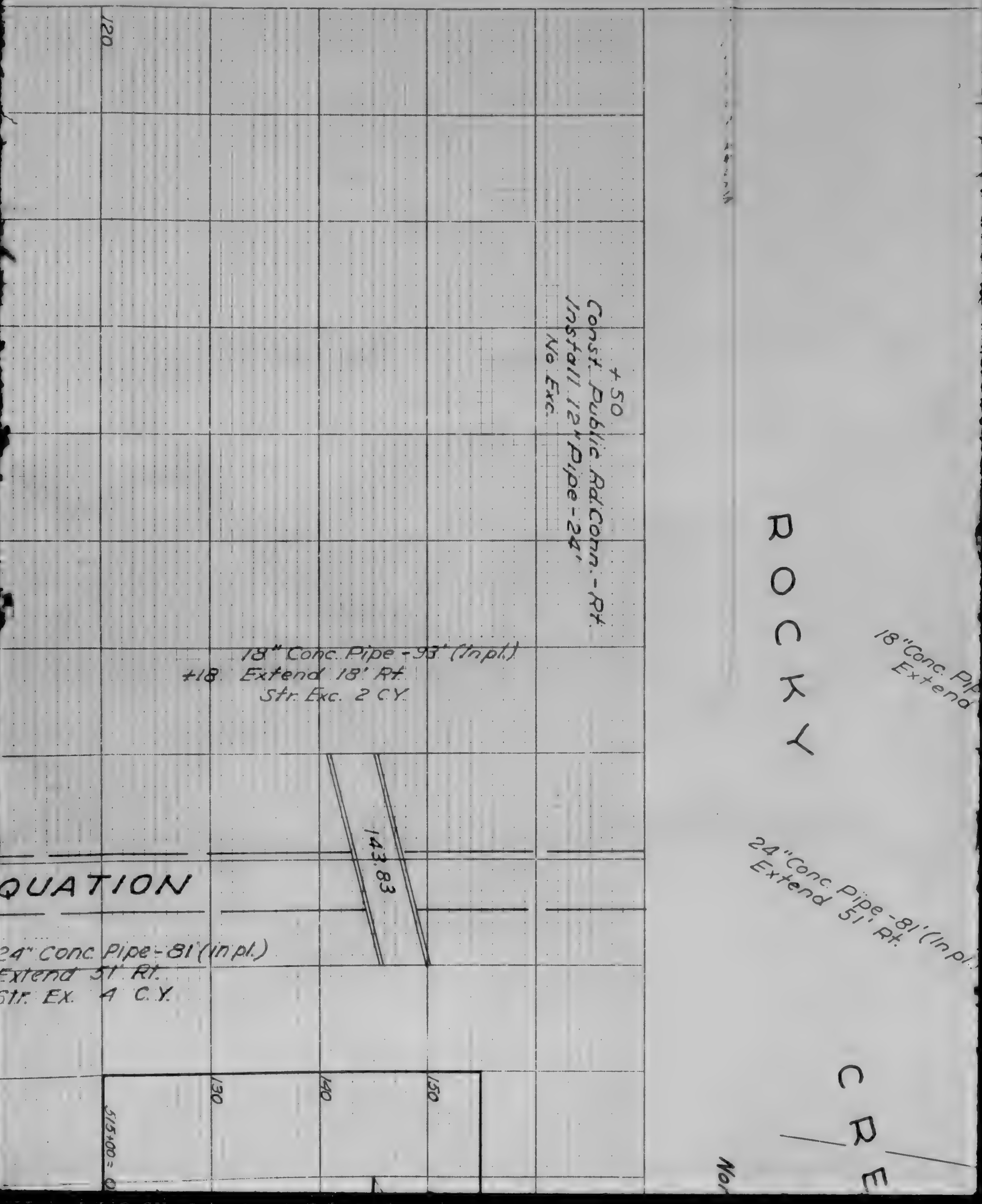
FINAL SURVEY	SURVEYED PLOTTED TEMPLATE AREAS AREAS CHECKED		DATE
OTE BOOK NO........			


Park Road
Const. Public Rd. Conn.
+50
Install 12" Pipe -24'
S.16°02'W.
495
c. Pipe-93'(Inpl.)
end 18' Rt.
+18
To Depoe Bay
(Inpl.)
497 + 92.22 P.O.T. Bk.
499 + 48.39 P.S. Ah.
EQUAT
500

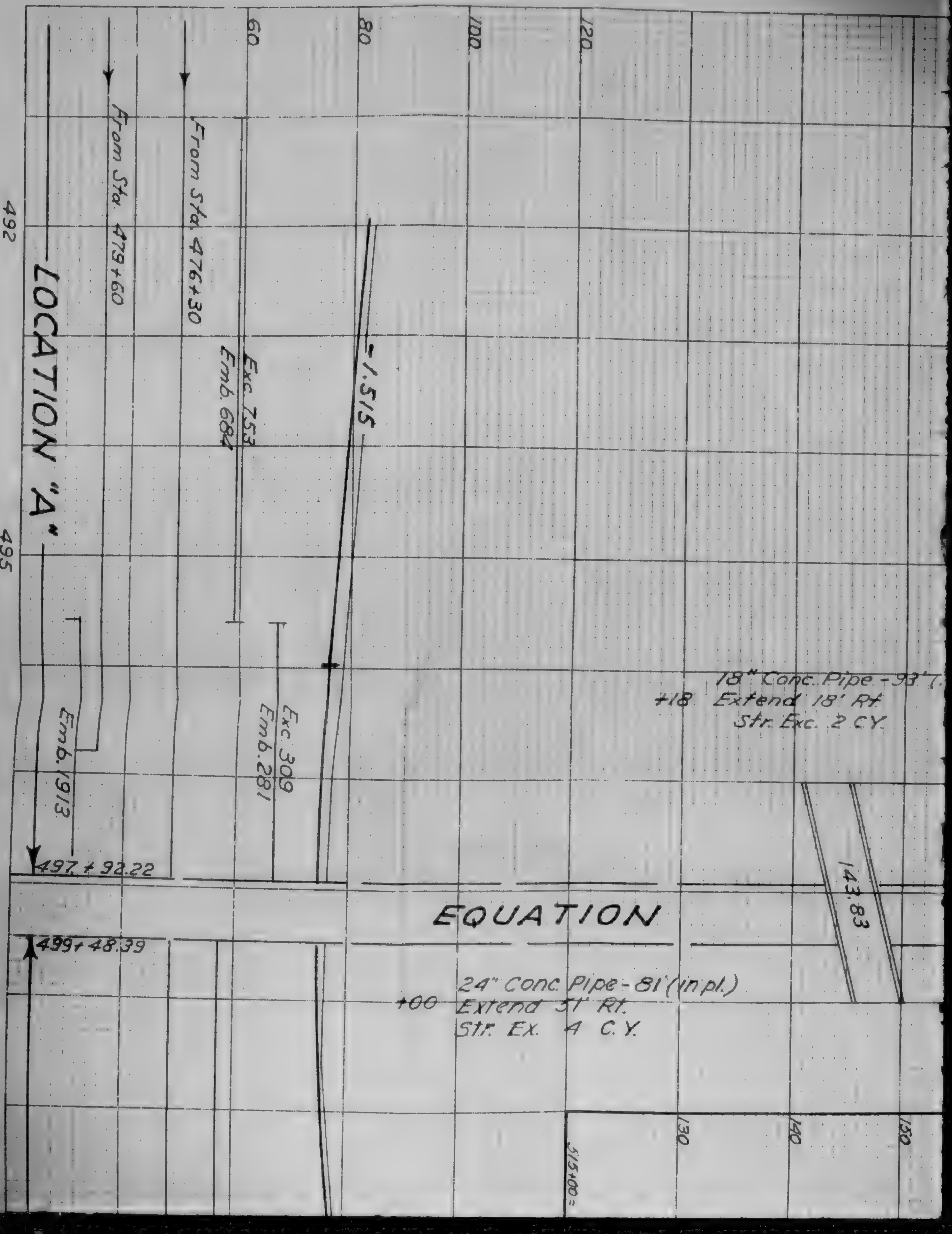
	BY	
SURVEYED PLOTTED TEMPLATE AREAS AREAS CHECKED		

NOTE B

NO.


120
+50
Const. Public Rd. Conn. - Rt.
Install 12" Pipe - 24'
No Exc.
18" Conc. Pipe - 93' (In pl.)
+18 Extend 18' Rt.
Str. Exc. 2 C.Y.
143.83
QUATION
24" Conc. Pipe - 81' (In pl.)
Extend 51' Rt.
Str. Ex. 4 C.Y.
130
140
150
515+00 =
ROCKY
CRE
18" Conc. Pip
Extend
24" Conc. Pipe - 81' (In pl.)
Extend 51' Rt.
Nor

ORIGINAL SURVEY	SURVEYED PLOTTED TEMPLATE AREAS AREAS CHECKED	BY
NOTE BOOK NO		



60
80
100
120
492
495
500
From Sta. 479+60
From Sta. 476+30
LOCATION "A"
Exc. 753
Emb. 684
-1.515
Emb. 1913
Exc. 309
Emb. 281
18" Conc. Pipe - 93' (
+18 Extend 18' Rt.
Str. Exc. 2 C.Y.
497+92.22
EQUATION
143.83
499+48.39
24" Conc. Pipe - 81' (in pl.)
+00 Extend 51' Rt.
Str. Ex. 4 C.Y.
515+00=
130
140
150

STATE OF OREGON
STATE HIGHWAY DEPARTME

PLANS FOR PROPOSED PROJECT

DEPOE BAY-MINER CREEK UNIT
SILETZ BAY-MINER CREEK SECTION

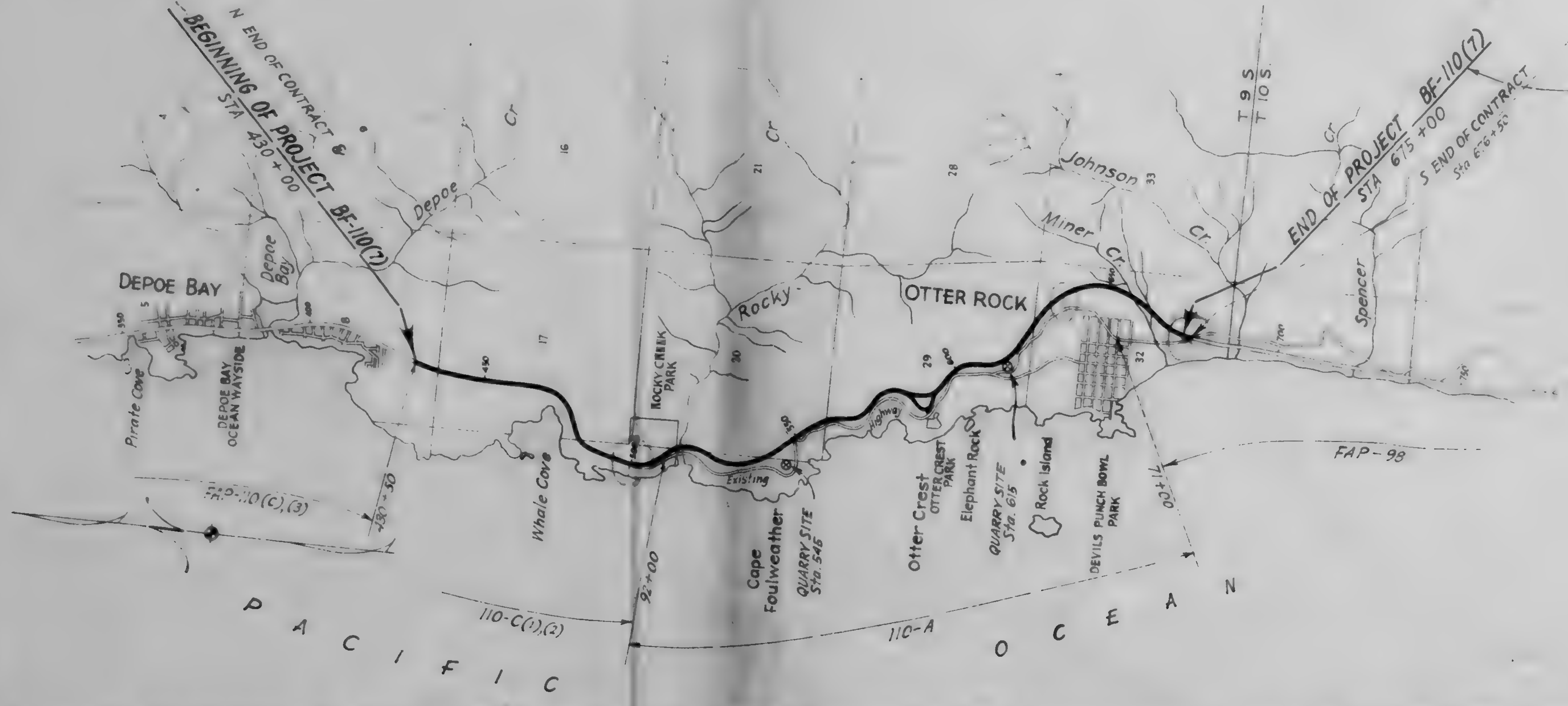
OREGON COAST HIGHWAY
LINCOLN COUNTY
AUG., 1952

REFERRED TO
Walker
BY DEPUTY STATE HIGHWAY ENGINEER

You are to report re connections between New & Old Highways
WCW.

OE BAY-MINER
E BAY-MINER
OREGON COAS
LINCOLN CO

STATE
OREGON


N END OF CONTRACT
BEGINNING OF PROJECT BF-110(7)
STA 430+00
DEPOE BAY
Depoe Bay
Pirate Cove
DEPOE BAY OCEAN WAYSIDE
Depoe
Cr
16
17
450
430+50
FAP-110(C),(3)
Whale Cove
ROCKY CREEK PARK
92+00
Rocky
Cr
20
21
Existing
Highway
Cape Foulweather
QUARRY SITE Sta. 545
OTTER ROCK
28
29
600
Otter Crest
OTTER CREST PARK
Elephant Rock
QUARRY SITE Sta. 615
Rock Island
DEVILS PUNCH BOWL PARK
32
33
Johnson
Miner Cr
71+00
T 9 S
T 10 S
700
Spencer
Cr
END OF PROJECT BF-110(7)
STA 675+00
S END OF CONTRACT
Sta 676+50
SN-FAP 98(2)
FAP-98
110-C(1),(2)
110-A
PACIFIC OCEAN

STATE HIGHWAY EN

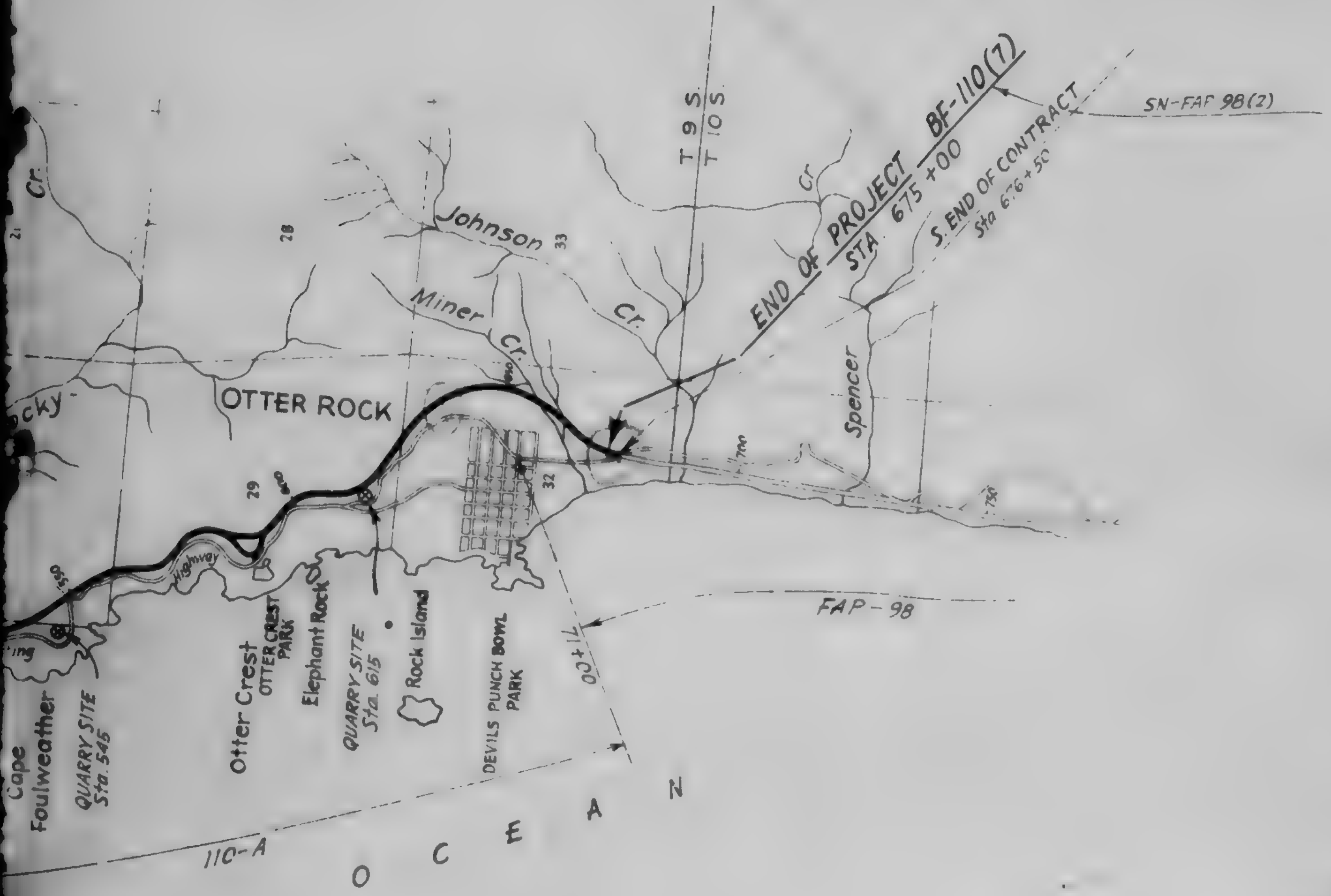
F OREGON
Y DEPARTME

POSED PROJECT

INER CREEK UNIT
R CREEK SECTION
ST HIGHWAY
COUNTY
, 1952

REFERRED TO
Walker
BY DEPUTY STATE HIGHWAY ENGINEER
you are to report re connections between New & Old Highways
WCH

OE BAY-MINER CREEK UNIT Z BAY-MINER CREEK SECTION OREGON COAST HIGHWAY LINCOLN COUNTY				SHEET No. 1
	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
	OREGON	BF-110(7)		See Index


END OF PROJECT BF-110(7)
STA. 675+00
S. END OF CONTRACT
Sta 676+50
SN-FAP 98(2)
T 9 S
T 10 S
Cr.
Johnson
33
28
21
Miner
Cr.
Cr.
Spencer
ocky
OTTER ROCK
29
32
Highway
700
750
FAP-98
71+00
ing
Cape Foulweather
QUARRY SITE Sta. 545
Otter Crest
OTTER CREST PARK
Elephant Rock
QUARRY SITE Sta. 615
Rock Island
DEVILS PUNCH BOWL PARK
110-A
OCEAN
N

ch Map

Feet
2000
4000

R H Baldock
STATE HIGHWAY ENGINEER

157
NOV. 8, 1919
R. H. BALDOCK

STATE HIGHWAY COMMISSION

BEN R. CHANDLER Chairman
CHAS. H. REYNOLDS Commissioner
M.K. McIVER Commissioner

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

RECOMMENDED FOR APPROVAL

DISTRICT ENGINEER DATE

APPROVED.

DIVISION ENGINEER DATE

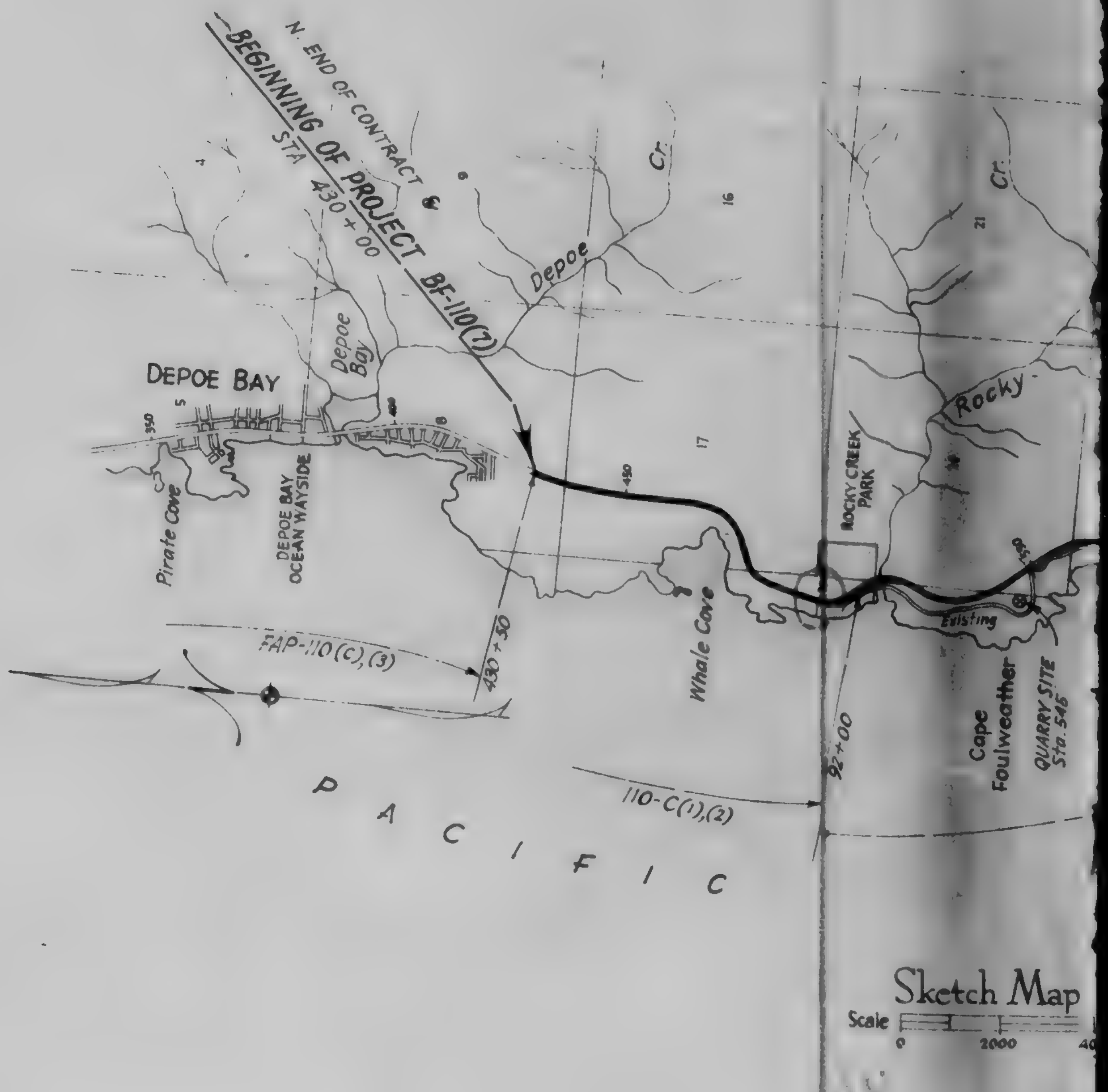
INDEX [illegible] ETS	
SHEET NO.	DESCRIPTION
1	Title Sheet
2	Summary & Typical Sections
3-10	Plan & Profile

Drg. Nos
10483 }
9656 } Rocky Cr. Box Culv.
9795 }

2051 — Misc Structures
2077 — Misc. Details

STATE OF OR
STATE HIGHWAY D
PLANS FOR PROPOSE

DEPOE BAY-MINER
SILETZ BAY-MINER CR
OREGON COAST HIG
LINCOLN COUNT
AUG. , 1952



N. END OF CONTRACT &
BEGINNING OF PROJECT BF-110(7)
STA 430+00
Depoe Cr.
Depoe Bay
DEPOE BAY
Pirate Cove
DEPOE BAY OCEAN WAYSIDE
16
17
21
450
350
430+50
FAP-110(C),(3)
Whale Cove
ROCKY CREEK PARK
Rocky Cr.
Existing
Cape Foulweather
QUARRY SITE Sta. 545
92+00
110-C(1),(2)
PACIFIC
Sketch Map
Scale
0
2000
40

CONVENTIONAL SIGNS

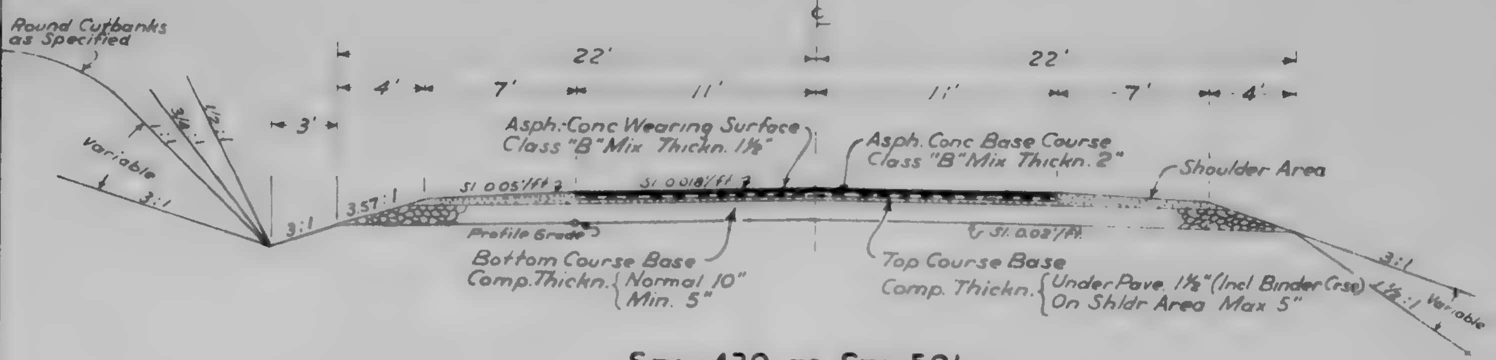
- State Line
- County Line
- City or Town Limits
- Township Line
- Section Line
- Donation Land Claim Line
- Fence Line
- Guard Rail
- Unfenced Property or Right of Way Line
- Existing Roads
- Trails
- Base or Survey Line
- Railroads
- Retaining Wall
- Culverts
- Drop Inlet
- Trolley Pole
- Power Pole
- Telephone or Telegraph Poles
- Marsh
- Irrigation Ditches
- Bridges
- Trees

s

…ATION …UTITIES		STATE PROJECT
…NE	4 LANE	Sta 675+00 to Sta. 676+50
l	All	
0	50	
30	220	
300	204,900	500
350	20,700	
140		
0	130	
0	40	
77	0.42	0.03
200	5300	
00		
0	730	
	210	
0		
00		
90		
40		
0		
00		
	20	
	940	
	6	2
00	10,050	250
50	2800	50
0	330	
50	4490	
0	290	4
0	60	1
00	5300	90
0	30	4
0	150	20
	1200	

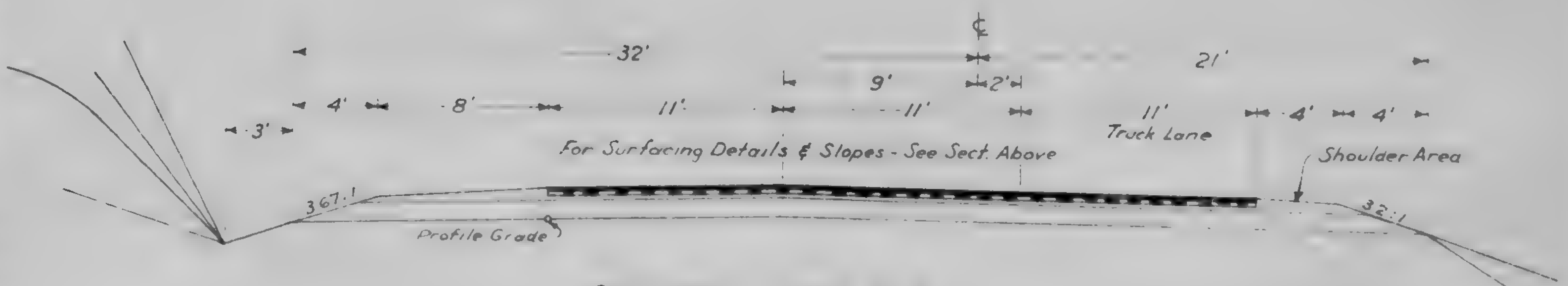
DEPOE BAY-MINER CREEK UNIT SILETZ BAY-MINER CREEK SECTION OREGON COAST HIGHWAY LINCOLN COUNTY				SHEET No 2
FED ROAD Div No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	BF-110(7)		See Index

TYPICAL SECTIONS


Round Cutbanks as Specified
℄
22'
22'
4'
7'
11'
11'
7'
4'
3'
1/2:1
3/4:1
1:1
Variable
3:1
3:1
3.57:1
Asph. Conc Wearing Surface Class "B" Mix Thickn. 1½"
Asph. Conc Base Course Class "B" Mix Thickn. 2"
Shoulder Area
Sl 0.05'/ft
Sl 0.018'/ft
Profile Grade
Sl 0.02'/ft
Bottom Course Base Comp. Thickn. {Normal 10" Min. 5"
Top Course Base Comp. Thickn. {Under Pave. 1½" (Incl Binder Crse) On Shldr Area Max 5"
3:1
1½:1
Variable

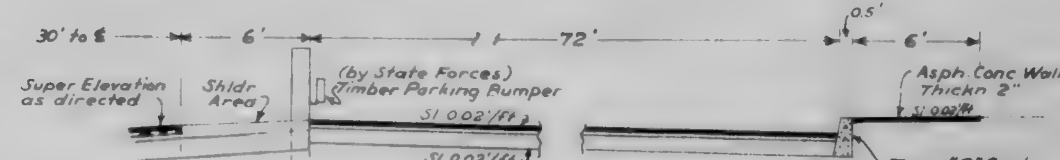
Sta. 430 to Sta. 501

Taper Sect.- Sta. 501 to Sta. 504


℄
32'
21'
4'
8'
11'
9'
11'
2'
11'
Truck Lane
4'
4'
3'
For Surfacing Details & Slopes - See Sect. Above
Shoulder Area
3.67:1
3.2:1
Profile Grade

Sta. 504 to Sta. 575

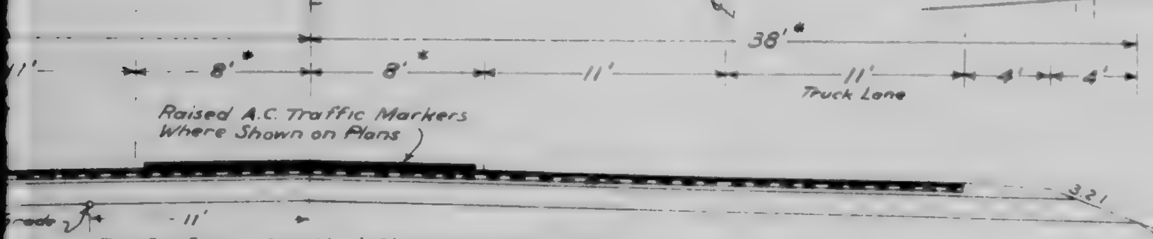
Taper Sect.- Sta. 575 to Sta. 579


30' to ℄
6'
72'
0.5'
6'
Super Elevation as directed
Shldr Area
(by State Forces) Timber Parking Bumper
Sl 0.02'/ft
Sl 0.02'/ft
Asph. Conc Walk Thickn 2"
Sl 0.02'/ft
Type "C" Curb 7" Exposure

For Surfacing Dets. - See Otter Crest Park Road Below

Parking Area

Sta. 586+40 to 590+70

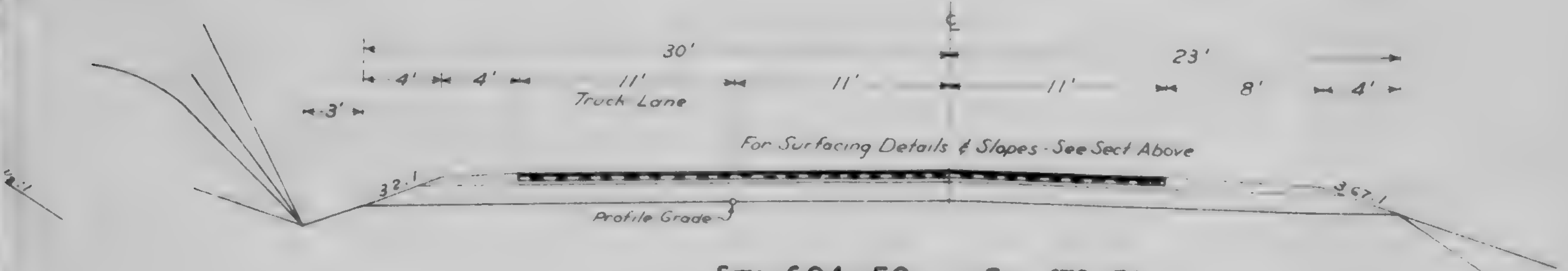

℄
℄ "S" Line
38'*
11'
8'*
8'*
11'
11'
Truck Lane
4'
4'
Raised A.C. Traffic Markers Where Shown on Plans
3.2:1
Grade
11'

For Surfacing Details & Slopes - See Sec. Above

Sta. 579 to Sta. 601+50

* Normal Width - See Plans Variable Median Strip

Taper Sect. - Sta. 601+50 to Sta. 604+50


℄
30'
23'
4'
4'
11'
Truck Lane
11'
11'
8'
4'
3'
For Surfacing Details & Slopes - See Sect Above
3.2:1
3.67:1
Profile Grade

Sta. 604+50 to Sta. 673+50

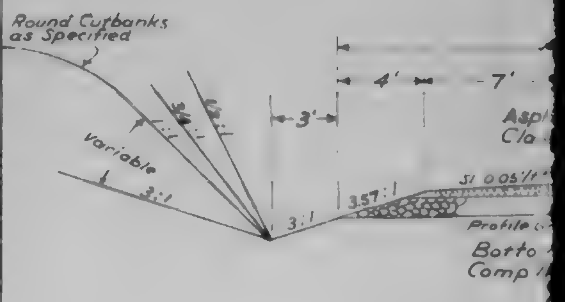
Taper Sect. - Sta. 673+50 to Sta. 676+50 (Meet Existing 2-Lane Hwy. Similar to Sta 430 to 501 Above)

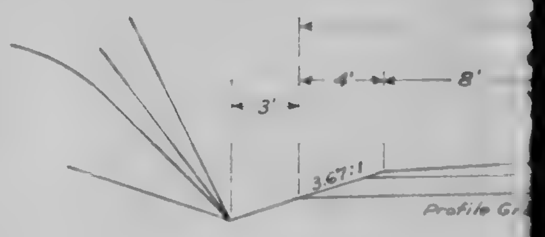
SUMMARY

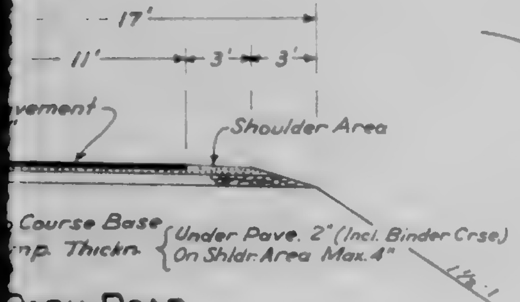
Length of F.A. Project 4.595 Miles

UNIT	MILE					NET QUANTITY	ALLOWANCE	TOTAL	SEGREGATION OF QUANTITIES			STATE PROJECT
	1	2	3	4	5				2 LANE	3 LANE	4 LANE	Sta 675+00 to Sta 676+50
All						All		All	All	All	All	
Sq. Ft.							300	300	100	150	50	
Cu. Yd.	174	2013	210	551	185	3133	267	3400	350	2830	220	
Cu. Yd.	33,465	2009				35,474	3526	39,000	39,000			
Cu. Yd		226,974	393,580	291,534	59,009	971,097	96,903	1,068,000	2300	860,300	204,900	500
Yd Sta	56,234	1,867,819		611,667	14,600	2,550,320	255,080	2,805,400	76,350	2,708,350	20,700	
C-Yd. Sta	313	78,064		8553		86,930	8670	95,600	460	95,140		
Cu. Yd.						3000	300	3300	1980	1190	130	
Yd Mile						850	150	1000	600	360	40	
Mile	1.00	1.00	1.00	1.00	0.62	4.62	–	4.62	1.40	2.77	0.42	0.03
Lin. Ft.						21,875	2125	24,000	4500	14,200	5300	
Lin. Ft.		1050	90	940		2080	220	2300		2300		
Lin Ft	111	48				159	11	170	170			
Lin. Ft.	360	189	226	1032	276	2083	217	2300	600	970	730	
Lin Ft	30	51		192		273	27	300	90		210	
Lin Ft					192	192	18	210		210		
Lin. Ft.	84					84	6	90	90			
Lin. Ft.		775	440	480		1695	105	1800		1800		
Lin. Ft			177			177	13	190		190		
Lin. Ft.					96	96	14	110	110			
Lin. Ft.	333	162				495	45	540	540			
Cu Yd.		1000	75	147		1222	118	1340		1340		
Cu. Yd.		438				438	42	480		480		
Lbs		82,000				82,000	4000	86,000		86,000		
Cu. Yd.			18			18	2	20			20	
Lin. Ft.		1100	600	750		2450	250	2700		1760	940	
One		32	25	53	33	143	17	160	12	140	6	2
Cu. Yd.						41,401	4199	45,600	10,000	25,300	10,050	250
Cu. Yd						8484	816	9300	2800	3650	2800	50
M-Gals.						1033	167	1200	270	600	330	
Gallon						13,533	1367	14,900	2960	7450	4490	
Cu Yd.						909	91	1000	176	530	290	4
Ton						140	20	160	19	80	60	1
Ton						18,534	1866	20,400	3710	11,300	5300	90
Ton						85	5	90	6	50	30	4
Cu. Yd.						505	45	550	80	300	150	20
Lin. Ft.						1626	174	1800		600	1200	

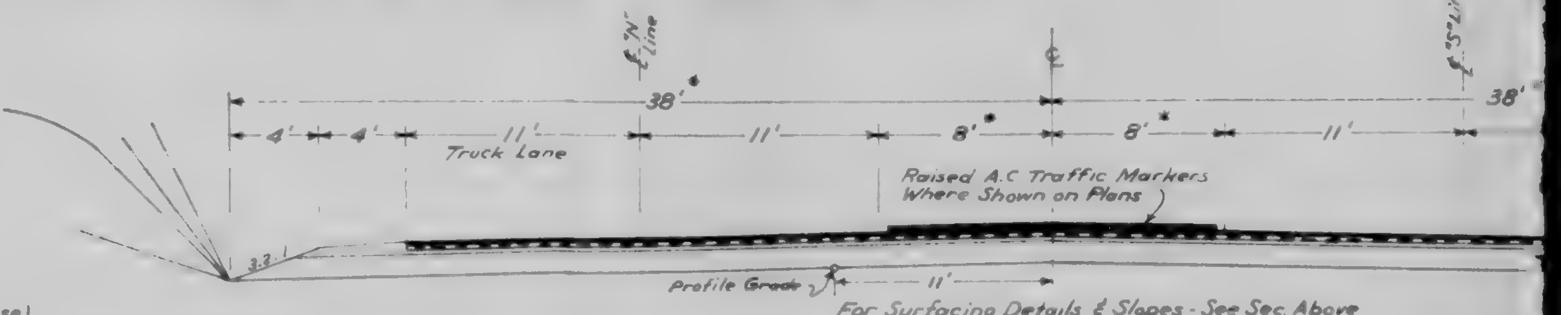
TYP


Round Cutbanks as Specified
4'
7'
3'
Variable
3:1
3:1
3.57:1
Sl. 0.05'/1'
Asp
Cla
Profile
Botto
Comp


4'
8'
3'
3.67:1
Profile Gr


17'
11'
3'
3'
vement
Shoulder Area
Course Base
np. Thickn. {Under Pave. 2" (Incl. Binder Crse) On Shldr. Area Max. 4"
1½:1

PARK ROAD

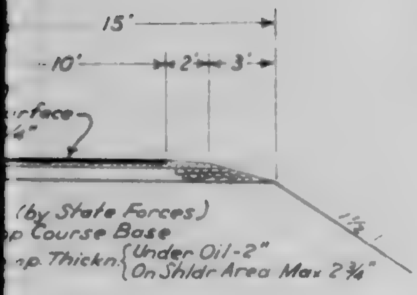

℄ "N" Line
℄
℄ "S" Line
38'*
38'
4'
4'
11'
Truck Lane
11'
8'*
8'*
11'
Raised A.C. Traffic Markers Where Shown on Plans
3.2:1
Profile Grade
11'

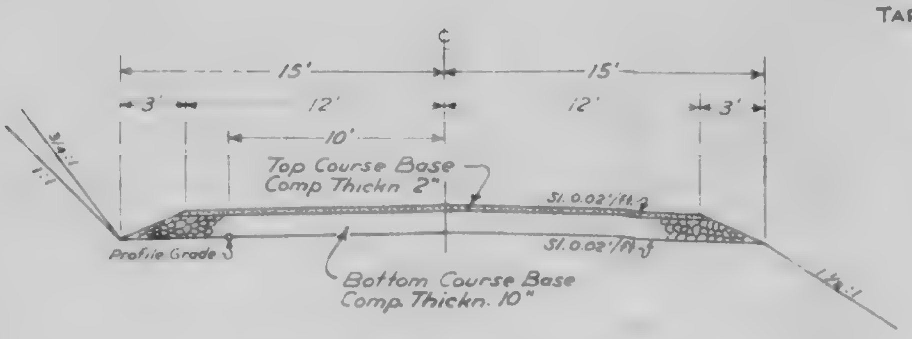
For Surfacing Details & Slopes - See Sec. Above

* Normal Width -

STA. 579 TO STA. 601+50

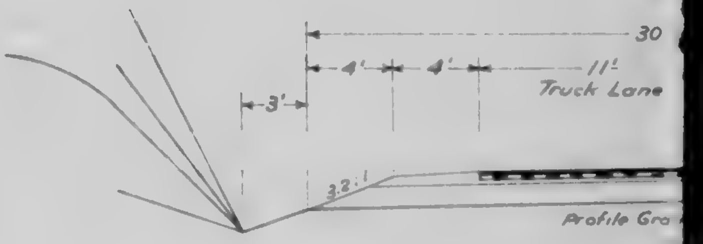
TAPER SECT. - STA. 601+50 TO STA. 604+50


15'
10'
2'
3'
rface
¼"
(by State Forces)
p Course Base
np. Thickn. {Under Oil-2" On Shldr Area Max 2¾"
1½:1


℄
15'
15'
3'
12'
12'
3'
10'
¾:1
1:1
Top Course Base Comp Thickn 2"
Sl. 0.02'/Ft.
Sl. 0.02'/Ft.
Profile Grade
Bottom Course Base Comp. Thickn. 10"
1½:1

LOGGING ROAD APPROACH

STA. 515 Lt.

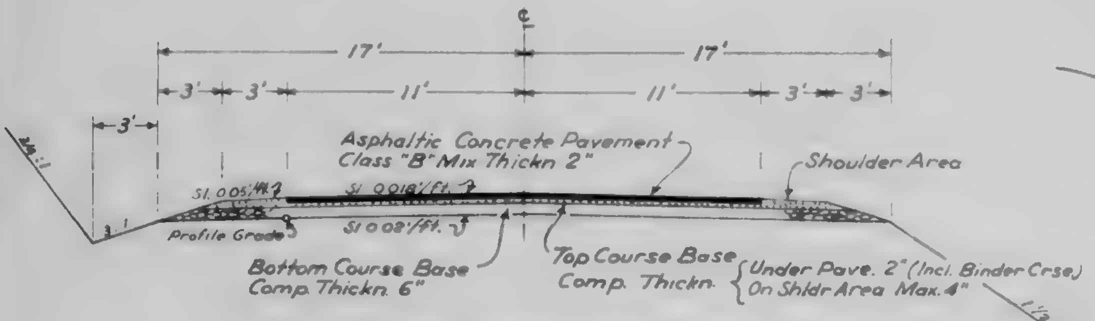

30
4'
4'
11'
Truck Lane
3'
3.2:1
Profile Gra

OADS

SUMMARY

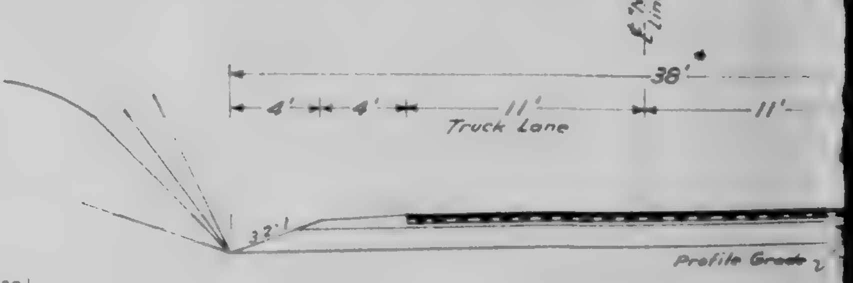
Length of F.A. Project 4.595 Miles

ITEM	UNIT	MILE					NET QUANTITY	ALLOWANCE	TOTAL	SEGREGATION OF QUANTITIES	
		1	2	3	4	5				2 LANE	3 LANE
Clearing and Grubbing	All						All		All	All	All
Felling Danger Trees	Sq Ft.							300	300	100	150
Structural Excavation, Unclassified	Cu. Yd.	174	2013	210	551	185	3133	267	3400	350	2830
General Excavation, Location "A", Unclassified	Cu. Yd	33,465	2009				35,474	3526	39,000	39,000	
General Excavation, Location "B", Unclassified	Cu. Yd		226,974	393,580	291,534	59,009	971,097	96,903	1,068,000	2300	860,300
Short Overhaul	Yd Sta	56,234	1,867,819		611,667	14,600	2,550,320	255,080	2,805,400	76,350	2,708,350
Long Overhaul	C-Yd Sta	313	78,064		8553		86,930	8670	95,600	460	95,140
Excavating and Placing Topsoil	Cu. Yd.						3000	300	3300	1980	1190
Truck Haul on Topsoil	Yd Mile						850	150	1000	600	360
Finishing Roadbed and Slopes	Mile	1.00	1.00	1.00	1.00	0.62	4.62	-	4.62	1.40	2.77
Rounding Cutbanks	Lin Ft.						21,875	2125	24,000	4500	14,200
8-inch Perforated Metal Drain Pipe, Coated	Lin. Ft.		1050	90	940		2080	220	2300		2300
12-inch Concrete Pipe	Lin Ft	111	48				159	11	170	170	
18-inch Concrete Pipe	Lin Ft	360	189	226	1032	276	2083	217	2300	600	970
24-inch Concrete Pipe	Lin Ft.	30	51		192		273	27	300	90	
30-inch Concrete Pipe	Lin Ft					192	192	18	210		210
36-inch Concrete Pipe	Lin Ft	84					84	6	90	90	
18-inch Extra Strength Concrete Pipe	Lin Ft.		775	440	480		1695	105	1800		1800
24-inch Extra Strength Concrete Pipe	Lin. Ft			177			177	13	190		190
36-inch Extra Strength Concrete Pipe	Lin. Ft.					96	96	14	110	110	
Salvaging Culvert Pipe	Lin. Ft.	333	162				495	45	540	540	
3/8"-0 Backfill in Drains	Cu Yd.		1000	75	147		1222	118	1340		1340
Class "A" Concrete	Cu Yd.		438				438	42	480		480
Metal Reinforcement	Lbs.		82,000				82,000	4000	86,000		86,000
Concrete Curbs	Cu. Yd.			18			18	2	20		
Metal Guard Rail	Lin. Ft.		1100	600	750		2450	250	2700		1760
Concrete Sight Posts	One		32	25	53	33	143	17	160	12	140
Quarry-run Rock in Base	Cu. Yd.						41,401	4199	45,600	10,000	25,300
1"-0 Rock in Base and Shoulders	Cu. Yd						8484	816	9300	2800	3650
Sprinkling	M-Gals						1033	167	1200	270	600
SS-1 Emulsified Asphalt in Sprinkling	Gallon						13,533	1367	14,900	2960	7450
1"-0 Rock in Binder Course	Cu. Yd.						909	91	1000	176	530
RC-3 Asphalt in Binder Course	Ton						140	20	160	19	80
Class "B" Asphaltic Concrete	Ton						18,534	1866	20,400	3710	11,300
RS-1 Emulsified Asphalt in Seal Coat	Ton						85	5	90	6	50
Aggregates in Seal Coat	Cu. Yd						505	45	550	80	300
Asphaltic Concrete Traffic Markers	Lin Ft						1626	174	1800		600

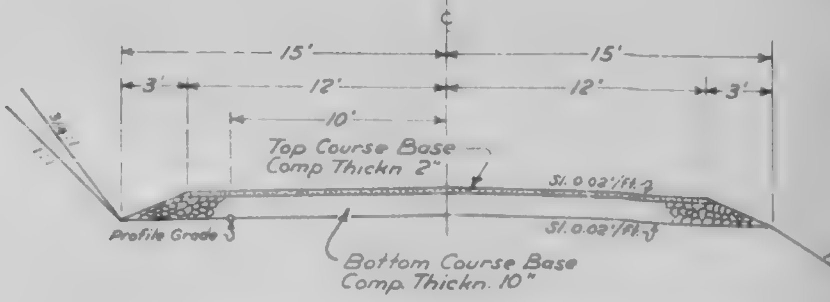


℄
17'
17'
3'
3'
11'
11'
3'
3'
3'
Asphaltic Concrete Pavement Class "B" Mix Thickn 2"
Shoulder Area
Sl. 0.05'/Ft.
Sl. 0.018'/Ft.
Sl. 0.02'/Ft.
Profile Grade
Bottom Course Base Comp. Thickn. 6"
Top Course Base Comp. Thickn. {Under Pave. 2" (Incl. Binder Crse.) On Shldr Area Max. 4"
1½:1

OTTER CREST PARK ROAD



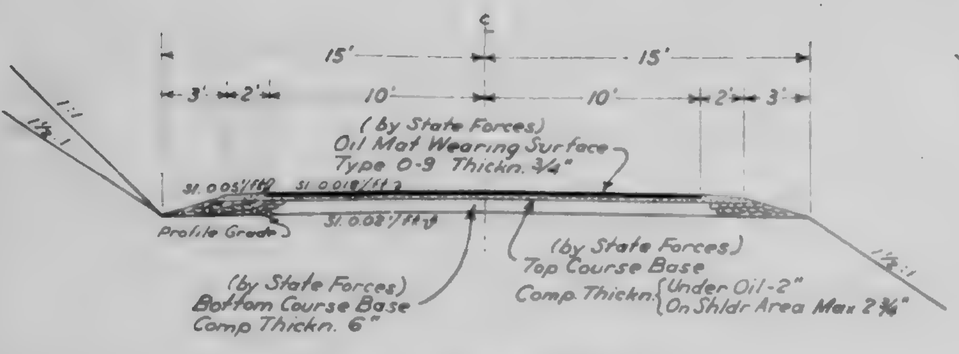
℄ "N" Line
38'
4'
4'
11'
11'
Truck Lane
Profile Grade



℄
15'
15'
3'
12'
12'
3'
10'
Top Course Base Comp Thickn. 2"
Sl. 0.02'/Ft.
Sl. 0.02'/Ft.
Profile Grade
Bottom Course Base Comp. Thickn. 10"
1½:1
1:1

LOGGING ROAD APPROACH

STA. 515 Lt.

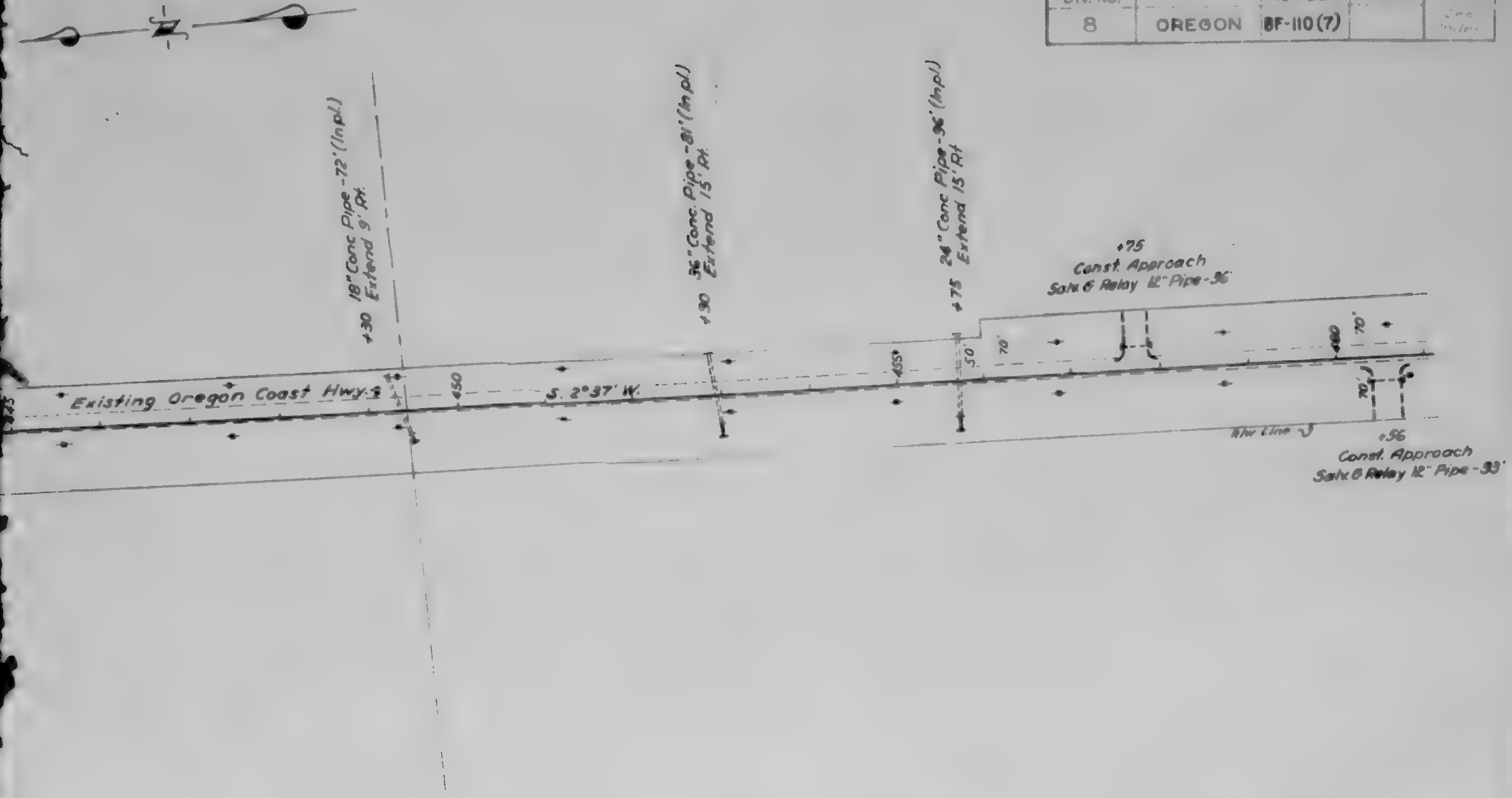


℄
15'
15'
3'
2'
10'
10'
2'
3'
(by State Forces) Oil Mat Wearing Surface Type O-9 Thickn. ¾"
Sl. 0.05'/Ft.
Sl. 0.018'/Ft.
Sl. 0.02'/Ft.
Profile Grade
(by State Forces) Bottom Course Base Comp Thickn. 6"
(by State Forces) Top Course Base Comp. Thickn. {Under Oil-2" On Shldr Area Max 2¾"
1:1
1½:1

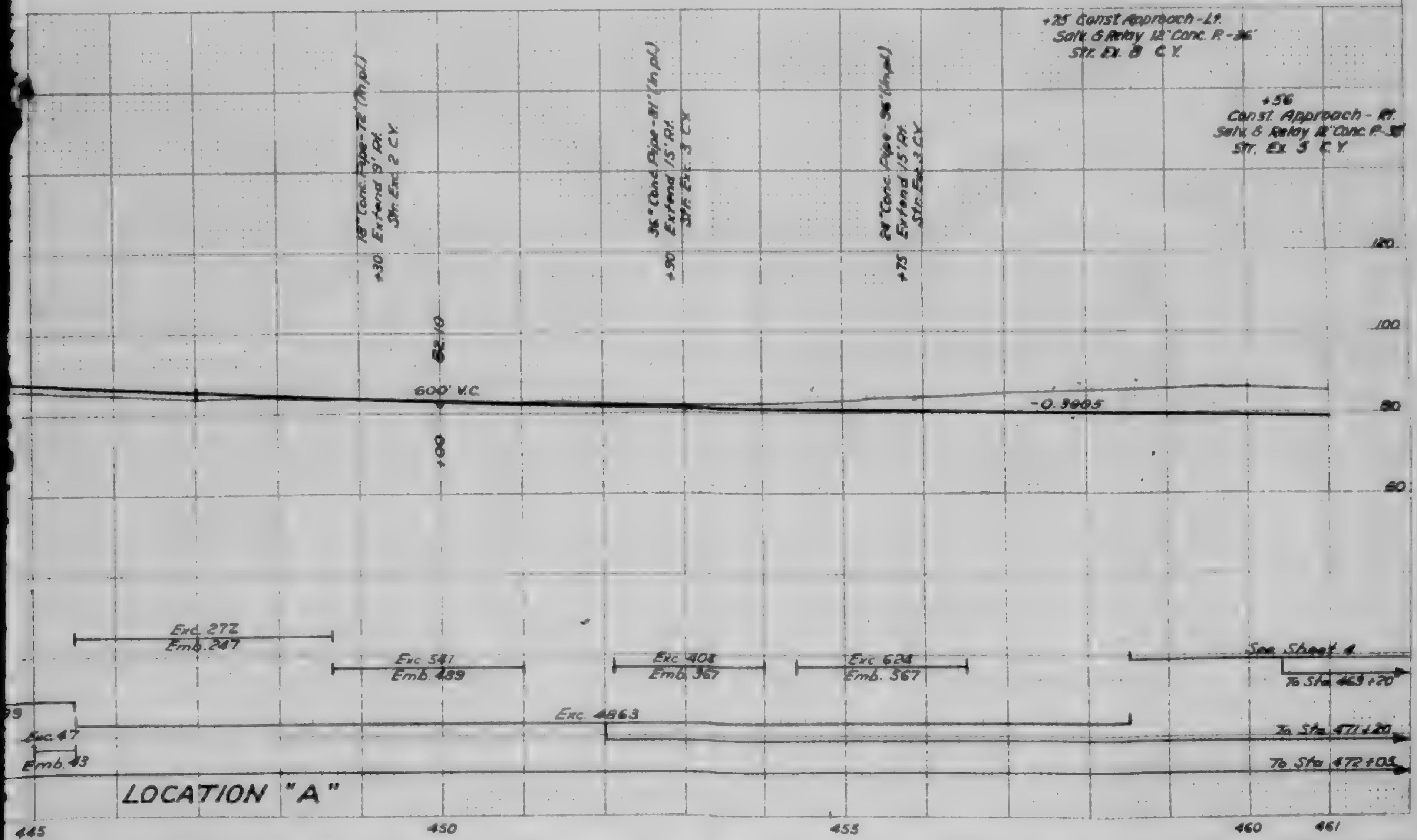
DETOUR ROADS

DEPOE BAY-MINER CREEK UNIT SILETZ BAY-MINER CREEK SECTION OREGON COAST HIGHWAY LINCOLN COUNTY				SHEET NO. 3
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	[illegible] SHEETS
8	OREGON	BF-110(7)		[illegible]

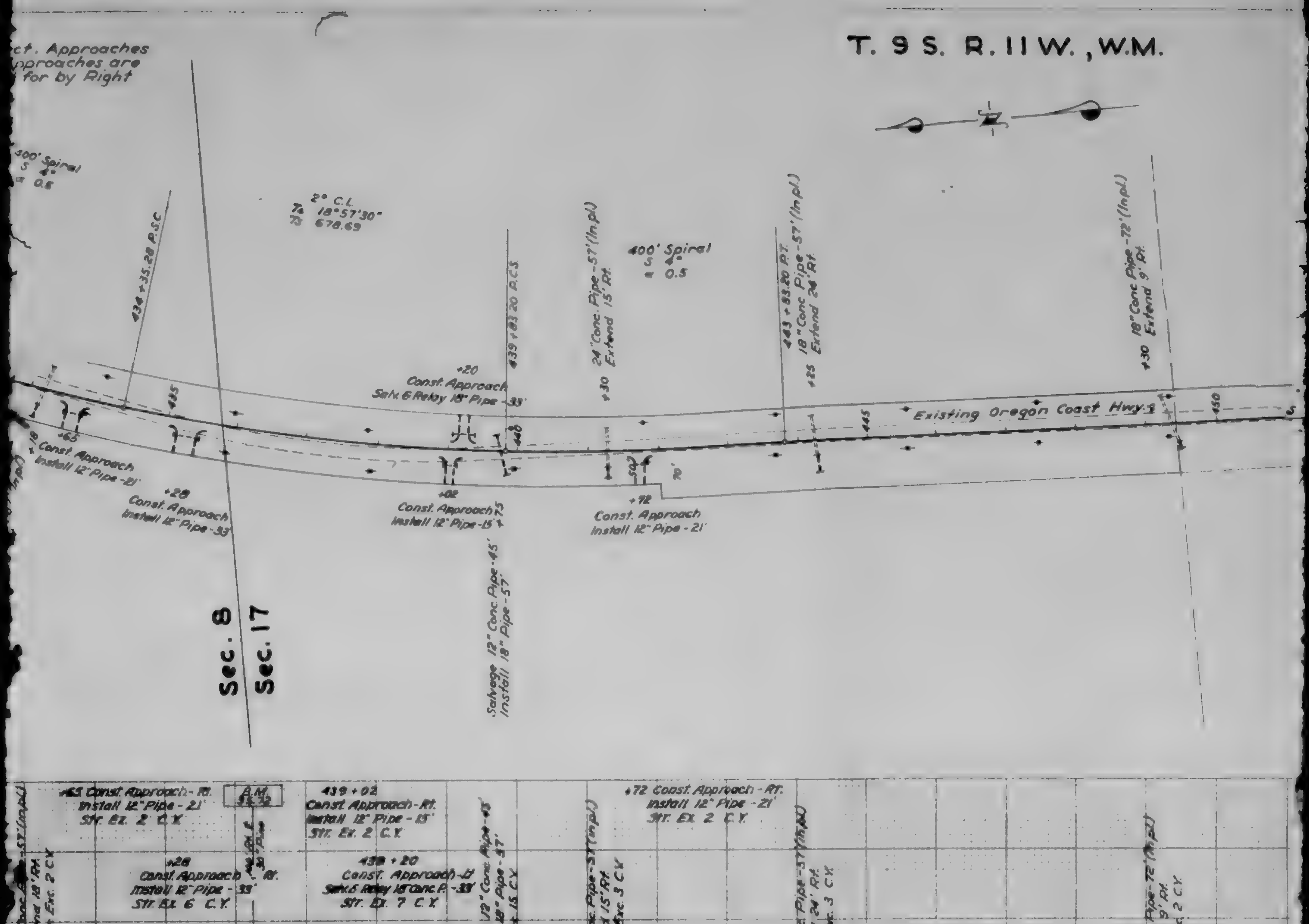
9 S. R. 11 W., W.M.



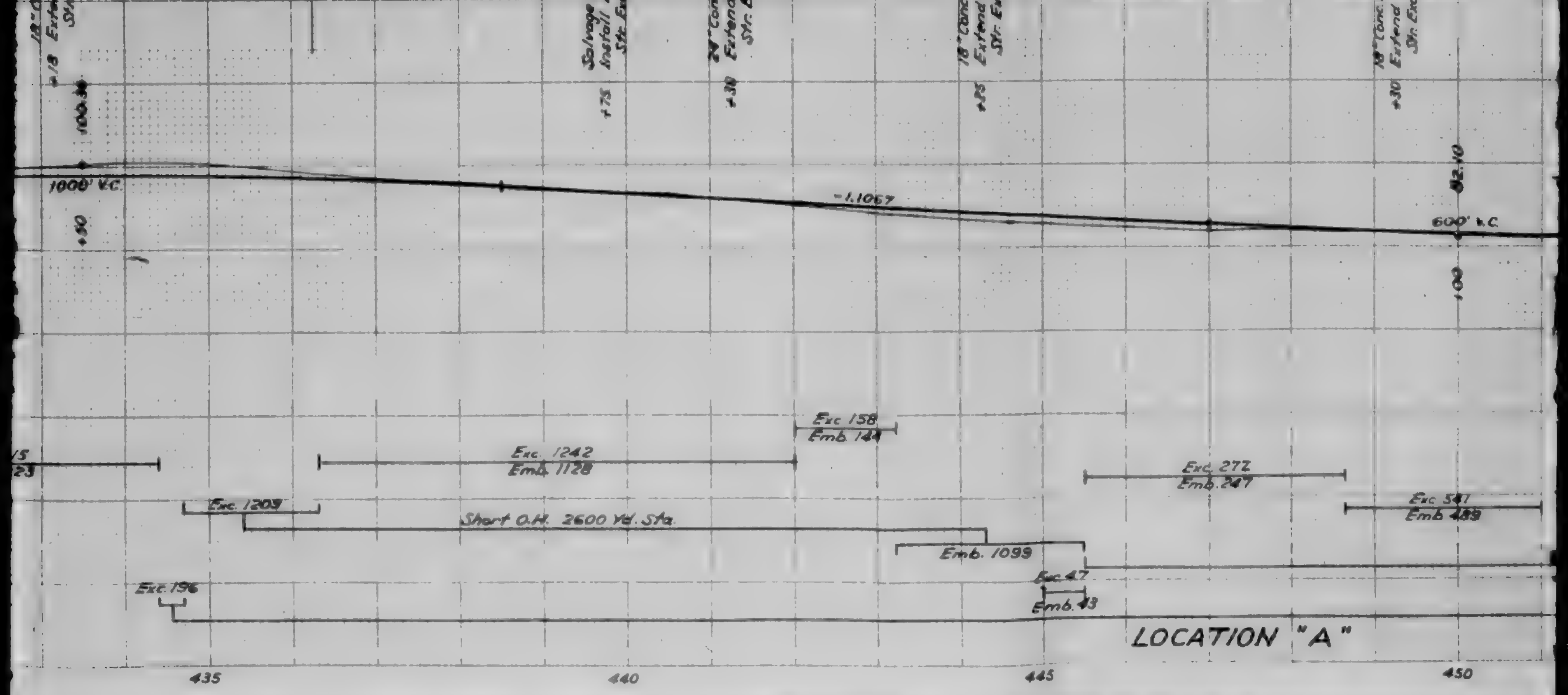
+30
18" Conc. Pipe-72' (In pl.)
Extend 9' Rt.
+30
36" Conc. Pipe-81' (In pl.)
Extend 15' Rt.
+75
24" Conc. Pipe-96' (In pl.)
Extend 15' Rt.
+75
Const. Approach
Salv. & Relay 12" Pipe-96'
Existing Oregon Coast Hwy.
450
S. 2°37' W.
455
50'
70'
460
70'
70'
R/W Line
+56
Const. Approach
Salv. & Relay 12" Pipe-33'



+25 Const. Approach-Lt.
Salv. & Relay 12" Conc. P.-96'
Str. Ex. 8 C.Y.
+56
Const. Approach-Rt.
Salv. & Relay 12" Conc. P.-33'
Str. Ex. 5 C.Y.
+30
18" Conc. Pipe-72' (In pl.)
Extend 9' Rt.
Str. Ex. 2 C.Y.
+90
36" Conc. Pipe-81' (In pl.)
Extend 15' Rt.
Str. Ex. 3 C.Y.
+75
24" Conc. Pipe-96' (In pl.)
Extend 15' Rt.
Str. Ex. 3 C.Y.
120
100
82.10
600' V.C.
-0.3905
80
+00
60
Exc. 272
Emb. 247
Exc. 541
Emb. 489
Exc. 408
Emb. 367
Exc. 628
Emb. 567
See Sheet 4
To Sta. 463+20
99
Exc. 4863
Exc. 47
To Sta. 471+20
Emb. 43
To Sta. 472+03
LOCATION "A"
445
450
455
460
461

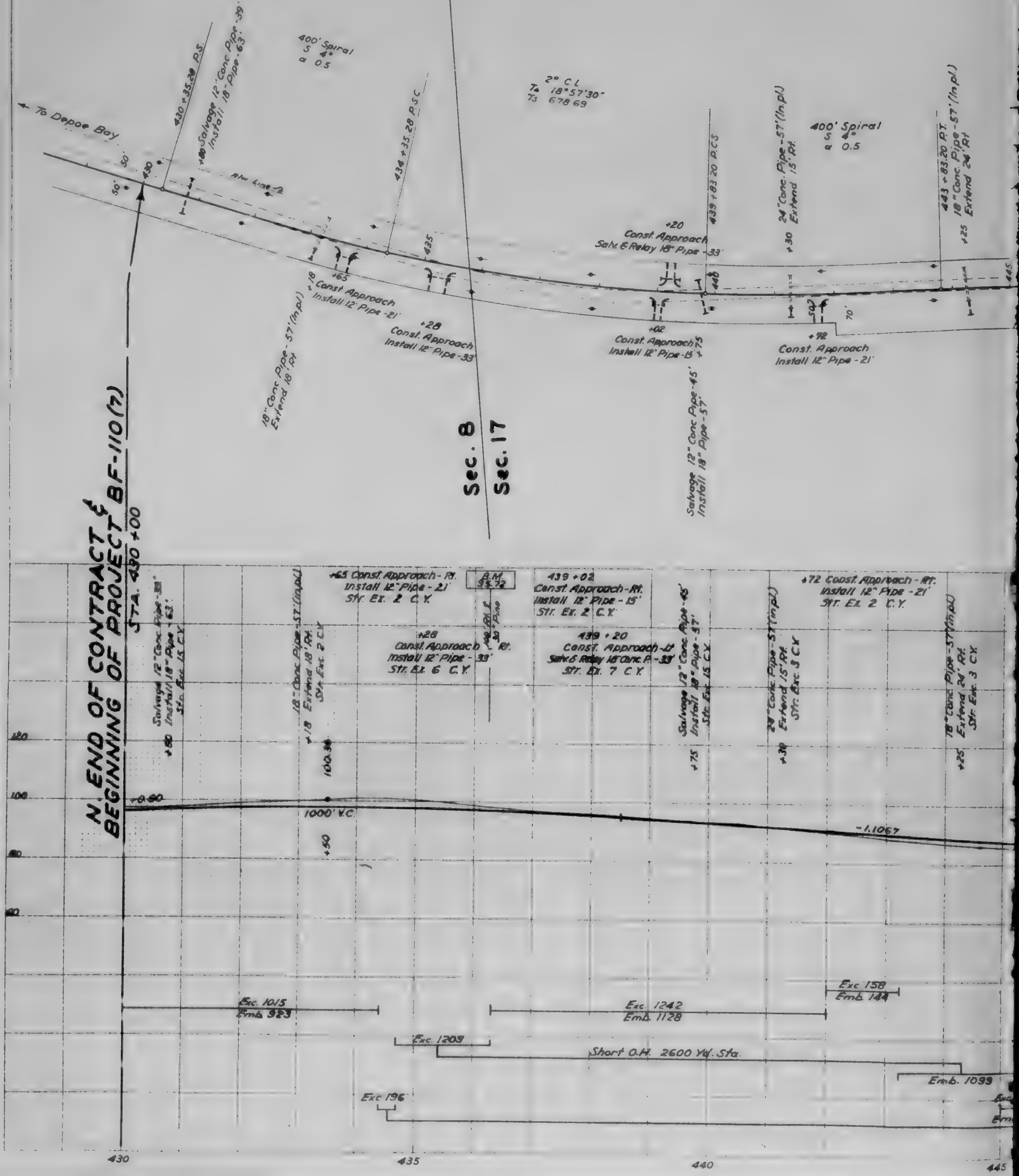


T. 9 S. R. 11 W., W.M.
ct. Approaches
Approaches are
for by Right
400' Spiral
S 4°
a 0.5
434 + 35.28 P.S.C.
2° C.L.
Δ 18°57'30"
Ts 678.69
439 + 83.20 P.C.S.
+30 24" Conc. Pipe - 57' (In pl.) Extend 15' Rt.
400' Spiral
S 4°
a 0.5
443 + 83.20 P.T.
+25 18" Conc. Pipe - 57' (In pl.) Extend 24' Rt.
+30 18" Conc. Pipe - 72' (In pl.) Extend 9' Rt.
+20 Const. Approach Salv. & Relay 18" Pipe - 33'
Existing Oregon Coast Hwy.
435
440
445
450
+18
+63 Const. Approach Install 12" Pipe - 21'
+28 Const. Approach Install 12" Pipe - 33'
+02 Const. Approach Install 12" Pipe - 15'
+75
+72 Const. Approach Install 12" Pipe - 21'
Sec. 8
Sec. 17
Salvage 12" Conc. Pipe - 45' Install 18" Pipe - 57'
+63 Const. Approach - Rt. Install 12" Pipe - 21' Str. Ex. 2 C.Y.
B.M. 35.72
+28 Const. Approach - Rt. Install 12" Pipe - 33' Str. Ex. 6 C.Y.
439 + 02 Const. Approach - Rt. Install 12" Pipe - 15' Str. Ex. 2 C.Y.
439 + 20 Const. Approach - Lt. Salv. & Relay 18" Conc. P. - 33' Str. Ex. 7 C.Y.
+72 Const. Approach - Rt. Install 12" Pipe - 21' Str. Ex. 2 C.Y.
+18 18" Conc. Pipe - 57' (In pl.) Extend 18' Rt. Str. Exc. 2 C.Y.
+75 Salvage 12" Conc. Pipe - 45' Install 18" Pipe - 57' Str. Ex. 15 C.Y.
+30 24" Conc. Pipe - 57' (In pl.) Extend 15' Rt. Str. Exc. 3 C.Y.
+25 18" Conc. Pipe - 57' (In pl.) Extend 24' Rt. Str. Exc. 3 C.Y.
+30 18" Conc. Pipe - 72' (In pl.) Extend 9' Rt. Str. Exc. 2 C.Y.
100.38
1000' V.C.
+50
-1.1067
82.10
600' V.C.
+00



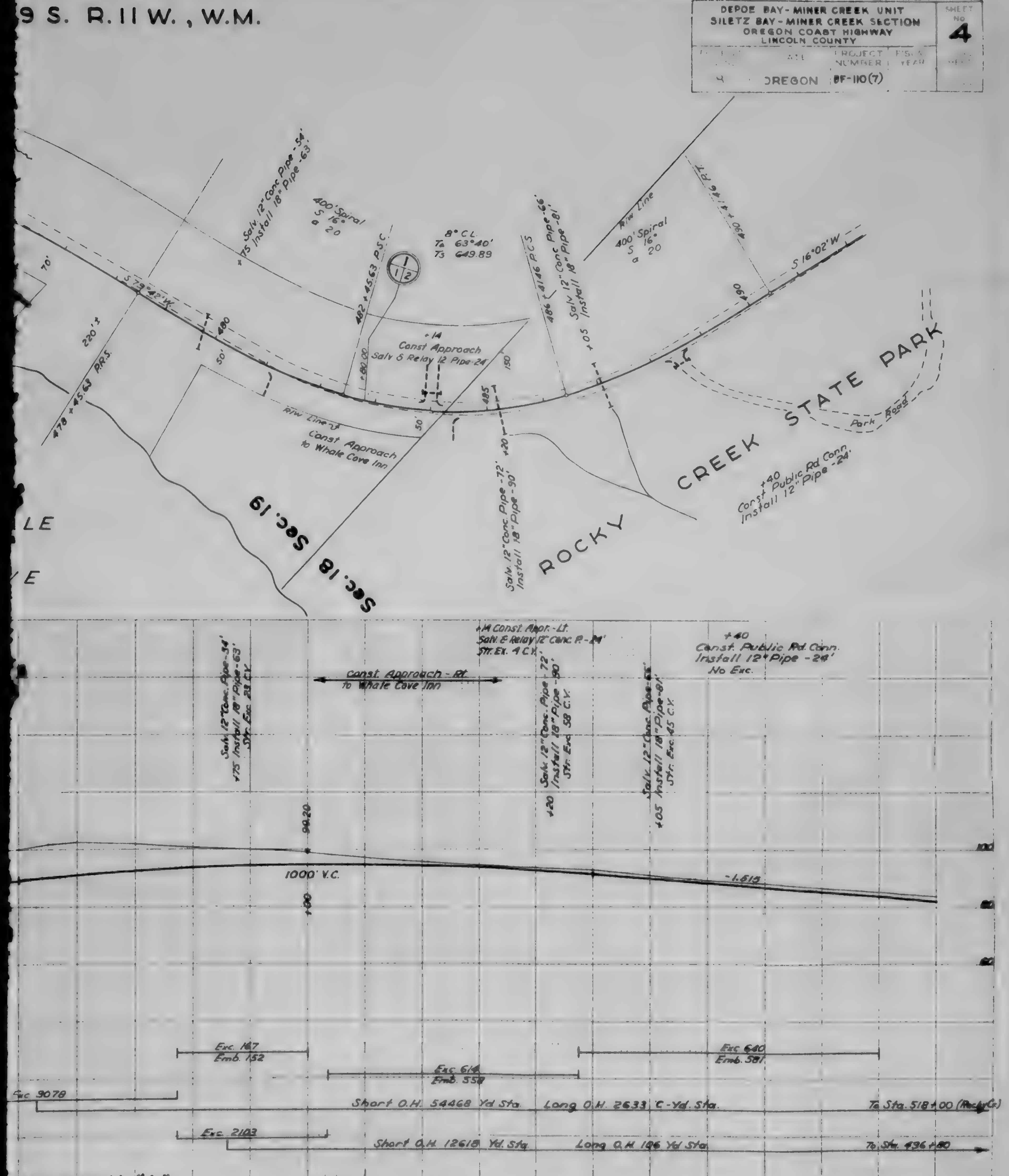
Exc. 158
Emb. 144
15
23
Exc. 1242
Emb. 1128
Exc. 272
Emb. 247
Exc. 1209
Exc. 587
Emb. 489
Short O.H. 2600 Yd. Sta.
Emb. 1099
Exc. 47
Emb. 43
Exc. 196
LOCATION "A"
435
440
445
450

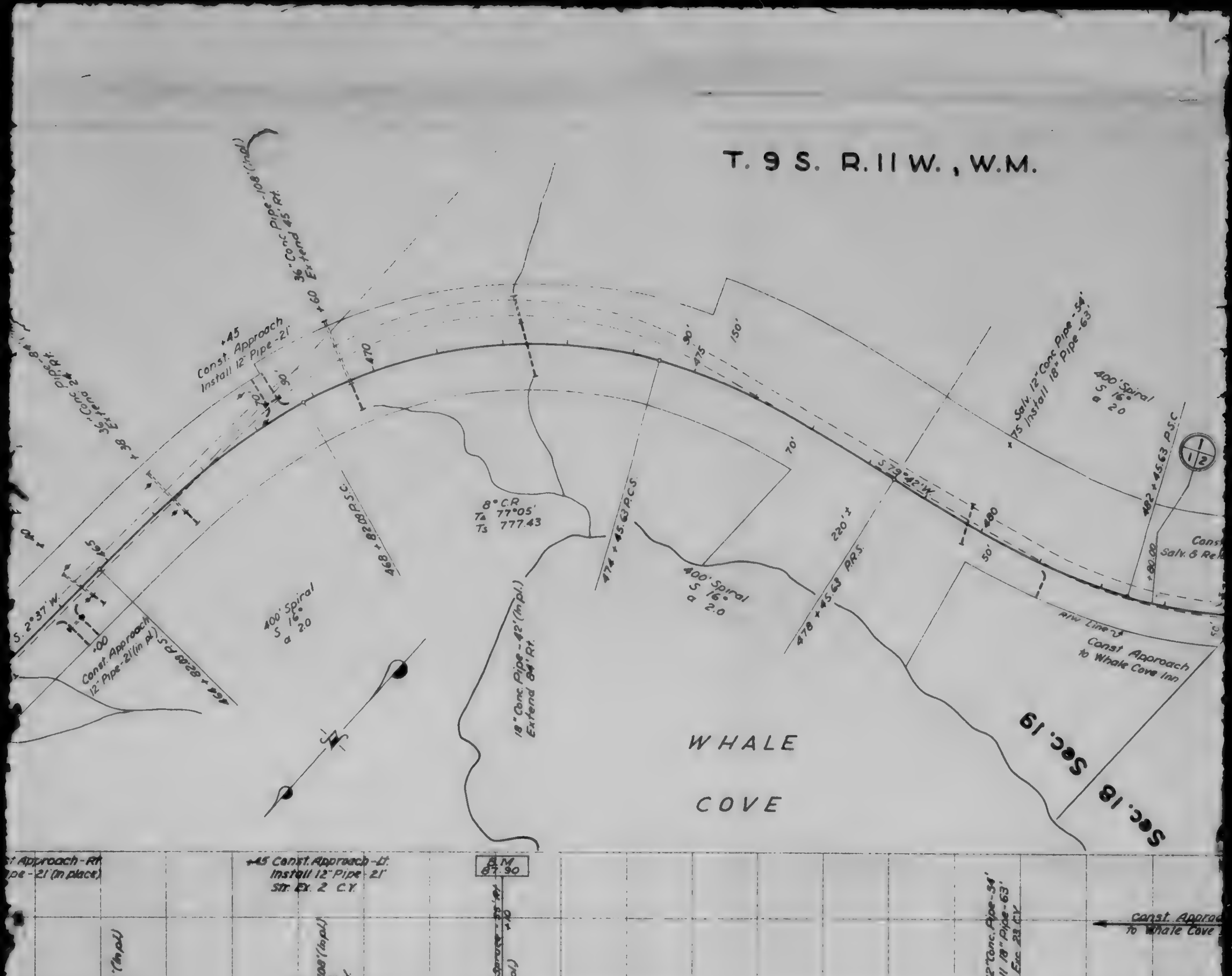
NOTE-
This is a limited acc project. Approaches shown are subject to change. Approaches are to be constructed only as called for by Right of Way agreement.

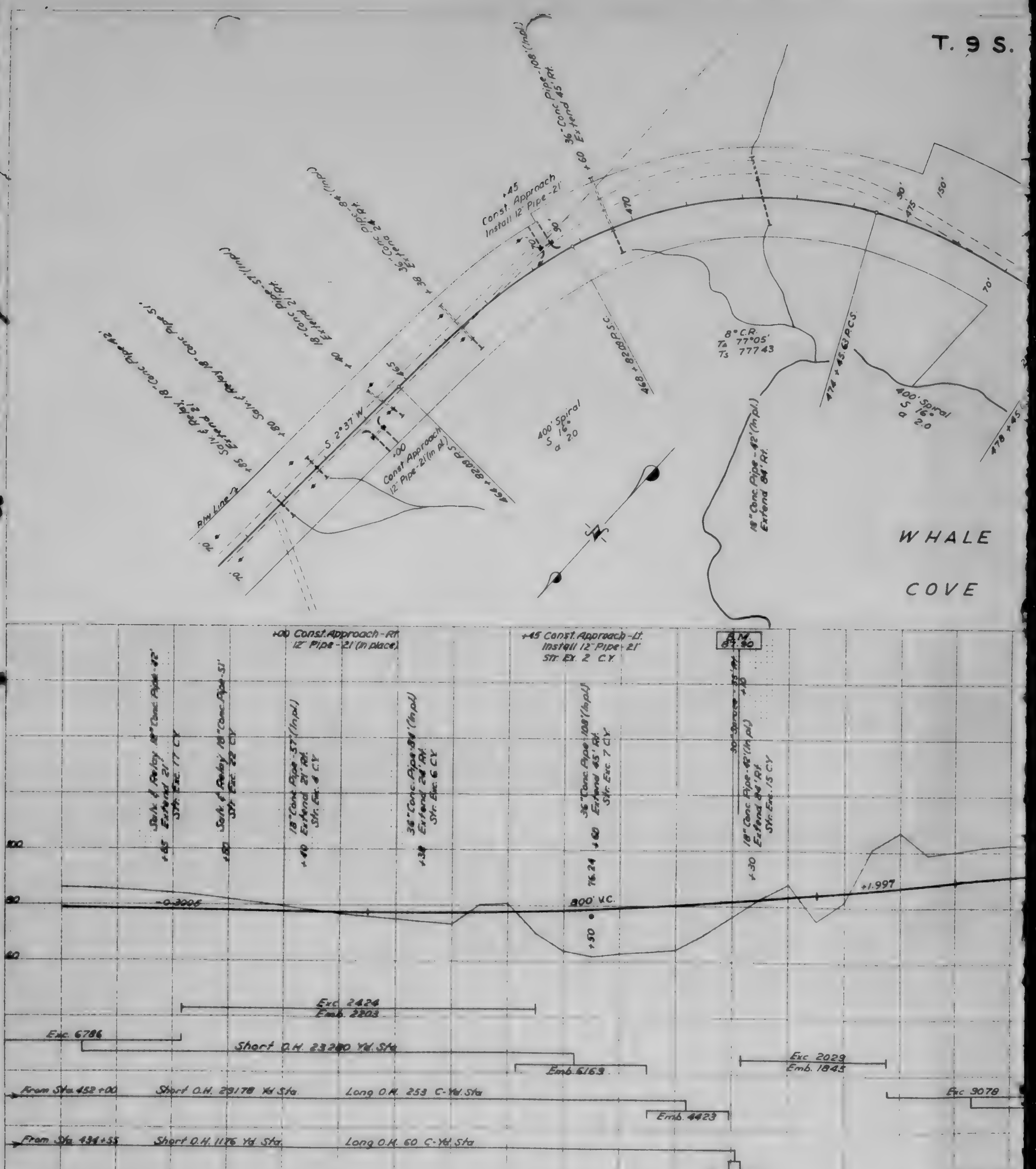

To Depoe Bay
50'
50'
430
430 + 35.28 P.S.
+80 Salvage 12" Conc Pipe -39'
Install 18" Pipe -63'
R/w Line
400' Spiral
S 4°
a 0.5
434 + 35.28 P.S.C.
435
+65
+18 Const Approach
Install 12" Pipe -21'
18" Conc Pipe - 57' (In pl)
Extend 18' Rt
+28
Const. Approach
Install 12" Pipe -33'
Sec. 8
Sec. 17
2° C.L.
Ta 18°57'30"
Ts 678.69
+20
Const. Approach
Salv. & Relay 18" Pipe -33'
439 + 83.20 P.C.S.
440
+02
Const. Approach
Install 12" Pipe -15'
+75
Salvage 12" Conc Pipe -45'
Install 18" Pipe -57'
+30
24" Conc. Pipe -57' (In pl.)
Extend 15' Rt.
400' Spiral
S 4°
a 0.5
50'
70'
+92
Const. Approach
Install 12" Pipe -21'
443 + 83.20 P.T.
+25
18" Conc. Pipe -57' (In pl.)
Extend 24' Rt
445
N. END OF CONTRACT & BEGINNING OF PROJECT BF-110(7)
STA. 430 + 00
Salvage 12" Conc Pipe -39'
Install 18" Pipe -63'
Str. Exc. 15 C.Y.
+80
+65 Const. Approach - Rt.
Install 12" Pipe - 21'
Str. Ex. 2 C.Y.
18" Conc. Pipe -57' (In pl.)
Extend 18' Rt.
Str. Exc. 2 C.Y.
+18
100.34
+50
+28
Const. Approach - Rt.
Install 12" Pipe - 33'
Str. Ex. 6 C.Y.
B.M. 93.72
Rt. 30" Pine
439 + 02
Const. Approach - Rt.
Install 12" Pipe - 15'
Str. Ex. 2 C.Y.
439 + 20
Const. Approach - Lt
Salv. & Relay 18" Conc. P. - 33'
Str. Ex. 7 C.Y.
Salvage 12" Conc Pipe -45'
Install 18" Pipe -57'
Str. Ex. 15 C.Y.
+75
24" Conc. Pipe -57' (In pl.)
Extend 15' Rt.
Str. Exc. 3 C.Y.
+30
+72 Const. Approach - Rt.
Install 12" Pipe - 21'
Str. Ex. 2 C.Y.
18" Conc. Pipe -57' (In pl.)
Extend 24' Rt.
Str. Ex. 3 C.Y.
+25
120
100
80
60
+0.80
1000' V.C.
-1.1067
Exc. 1015
Emb. 923
Exc. 1209
Exc. 1242
Emb. 1128
Exc. 158
Emb. 144
Short O.H. 2600 Yd. Sta.
Emb. 1099
Exc. 196
430
435
440
445
FINAL SURVEY
ORIGINAL SURVEY

DEPOE BAY - MINER CREEK UNIT
SILETZ BAY - MINER CREEK SECTION
OREGON COAST HIGHWAY
LINCOLN COUNTY

[illegible]	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET NO.
4	OREGON	BF-110(7)		4

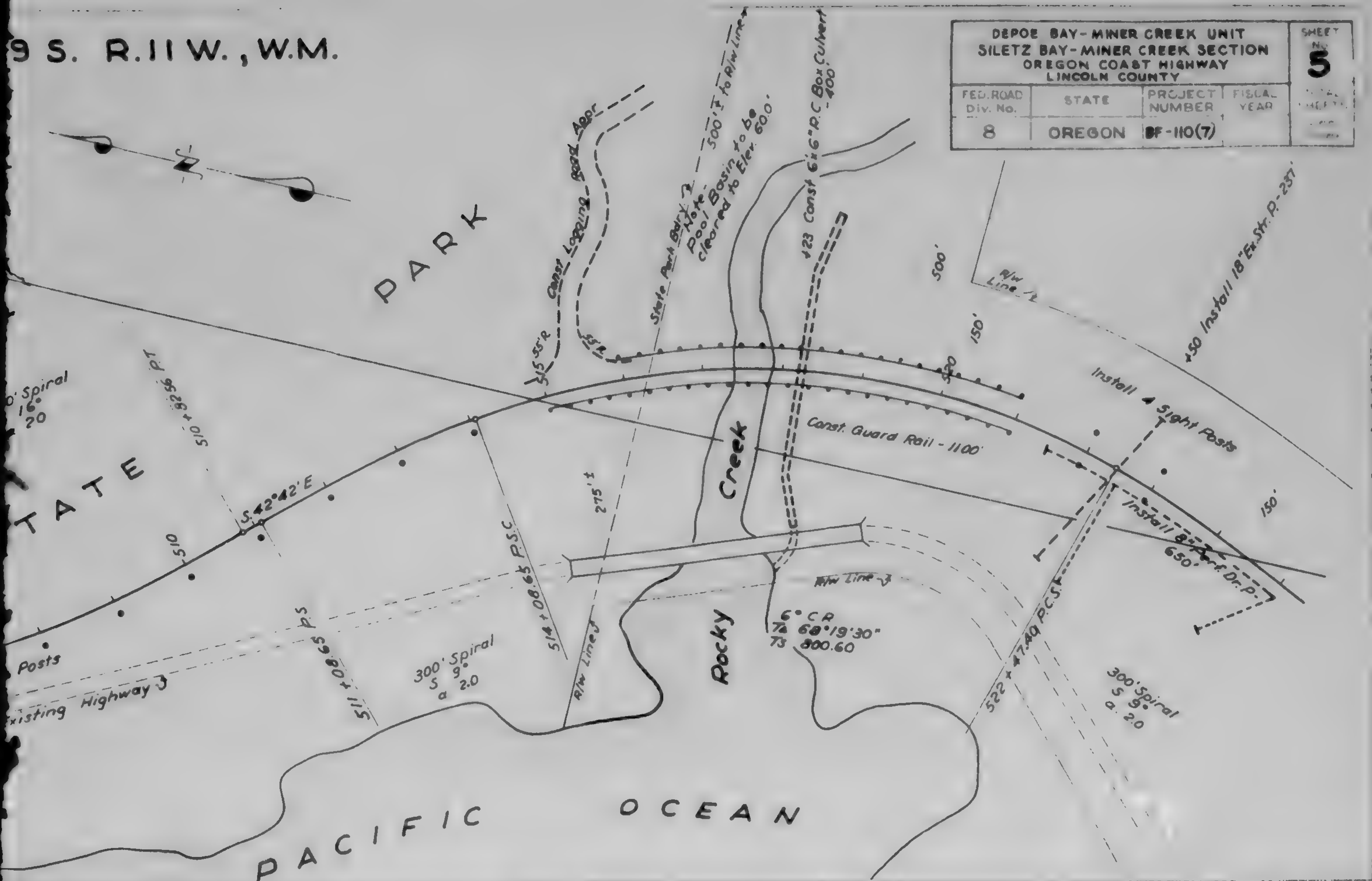

9 S. R.11 W., W.M.
Salv. 12" Conc Pipe -54'
+75 Install 18" Pipe -63'
400' Spiral
S 16°
a 20
8° C.L.
Ta 63°40'
Ts 649.89
482 + 45.63 P.S.C.
486 + 81.46 P.C.S.
Salv 12" Conc Pipe -66'
Install 18" Pipe -81'
+05
R/W Line
400' Spiral
S 16°
a 20
490 + 81.46 P.T.
S 16°02' W
490
70'
S 79°42' W
480
220'±
478 + 45.63 P.R.S.
50'
+80.00
+14
Const Approach
Salv & Relay 12 Pipe -24'
150
485
R/W Line
50
Const Approach
to Whale Cove Inn
+20
Salv. 12" Conc. Pipe -72'
Install 18" Pipe -90'
Sec. 19
Sec. 18
LE
E
ROCKY CREEK STATE PARK
Park Road
+40
Const Public Rd Conn.
Install 12" Pipe -24'
Salv. 12" Conc. Pipe -54'
+75 Install 18" Pipe -63'
Str. Exc. 23 C.Y.
Const. Approach - Rt.
to Whale Cove Inn
+14 Const. Appr. - Lt.
Salv. & Relay 12" Conc. P. -24'
Str. Ex. 4 C.Y.
Salv. 12" Conc. Pipe -72'
Install 18" Pipe -90'
Str. Exc. 58 C.Y.
+20
Salv. 12" Conc. Pipe -66'
+05 Install 18" Pipe -81'
Str. Exc. 45 C.Y.
+40
Const. Public Rd. Conn.
Install 12" Pipe -24'
No Exc.
99.20
1000' V.C.
+00
-1.615
100
80
60
Exc. 167
Emb. 152
Exc. 614
Emb. 558
Exc. 640
Emb. 581
Exc. 9078
Short O.H. 54468 Yd. Sta.
Long O.H. 2633 C-Yd. Sta.
To Sta. 518+00 (Rocky Cr.)
Exc. 2103
Short O.H. 12618 Yd. Sta.
Long O.H. 106 Yd. Sta.
To Sta. 496+80
LOCATION "A"
480
485
490
492

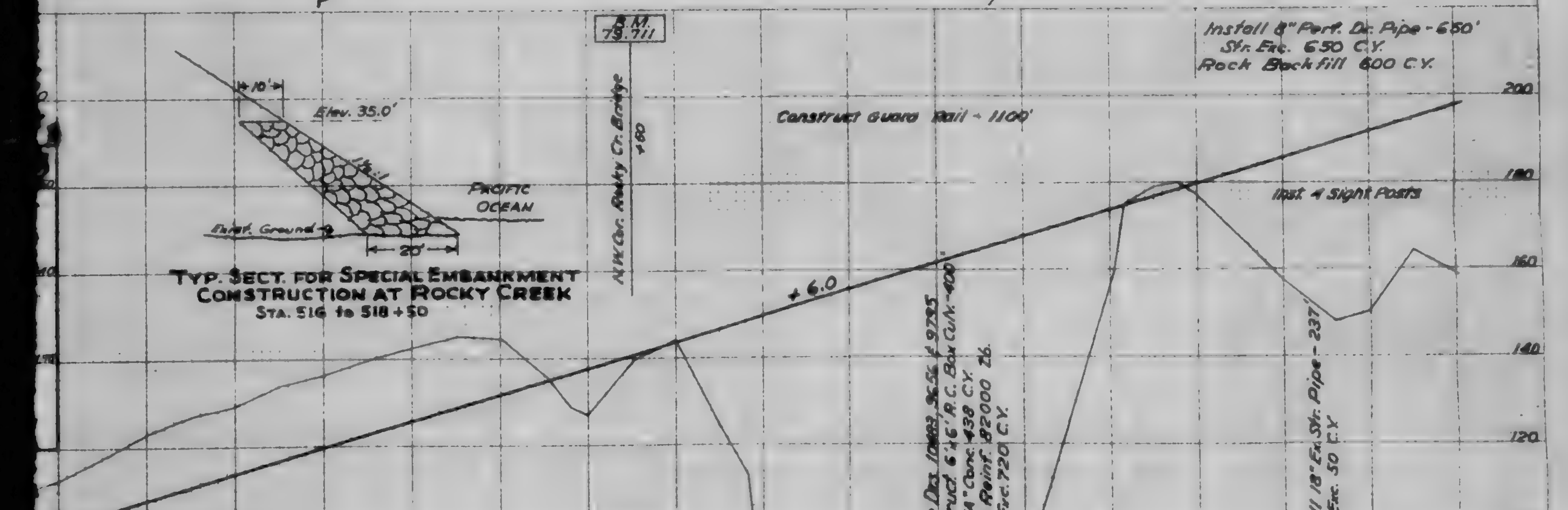

T. 9 S. R. 11 W., W.M.
36" Conc. Pipe -108' (Inpl.) Extend 45' Rt.
+60
+45 Const. Approach Install 12" Pipe - 21'
36" Conc. Pipe - 8' Rt. Extend 24' ...
+38
470
90'
475
150'
Salv. 12" Conc. Pipe - 54' +75 Install 18" Pipe - 63'
400' Spiral a S 16° a 2.0
482 + 45.63 P.S.C.
Const.
Salv. & Re
+80.00
S. 2°37' W.
+00
Const. Approach 12" Pipe - 21' (in pl.)
464 + 82.09 P.S.
400' Spiral S 16° a 2.0
468 + 82.09 P.S.C.
8° C.R. Δ 77°05' Ts 777.43
474 + 45.63 P.C.S.
18" Conc. Pipe - 42' (In pl.) Extend 84' Rt.
400' Spiral a S 16° a 2.0
70'
220' ±
478 + 45.63 P.R.S.
S 79°42' W.
480
50'
R/W Line
Const. Approach to Whale Cove Inn
Sec. 19
Sec. 18
WHALE COVE
Const. Approach - Rt. Pipe - 21 (in place)
+45 Const. Approach - Lt. Install 12" Pipe - 21' Str. Ex. 2 C.Y.
B.M. 87.90
36" Conc. Pipe 84' (In pl.) Extend 24' Rt. Str. Exc. 6 C.Y.
+38
36" Conc. Pipe 108' (In pl.) Extend 45' Rt. Str. Exc. 7 C.Y.
76.24
+60
+50
800' V.C.
30" Spruce
+20
18" Conc. Pipe - 42' (In pl.) Extend 84' Rt. Str. Exc. 15 C.Y.
+30
+1.997
Salv. 12" Conc. Pipe - 54' +75 Install 18" Pipe - 63' Str. Exc. 23 C.Y.
Const. Approach to Whale Cove
90.20
1000' V.C.
+00
Exc. 2424
Emb. 2203
3280 Yd. Sta.
Emb. 6169
Exc. 2029
Emb. 1843
Exc. 167
Emb. 152
Long O.H. 253 C-Yd. Sta.
Exc. 9078
Short O.H.
Emb. 4423
Exc. 2103
Long O.H. 60 C-Yd. Sta.
Short O.
Emb. 178
LOCATION "A"
465
470
475
480

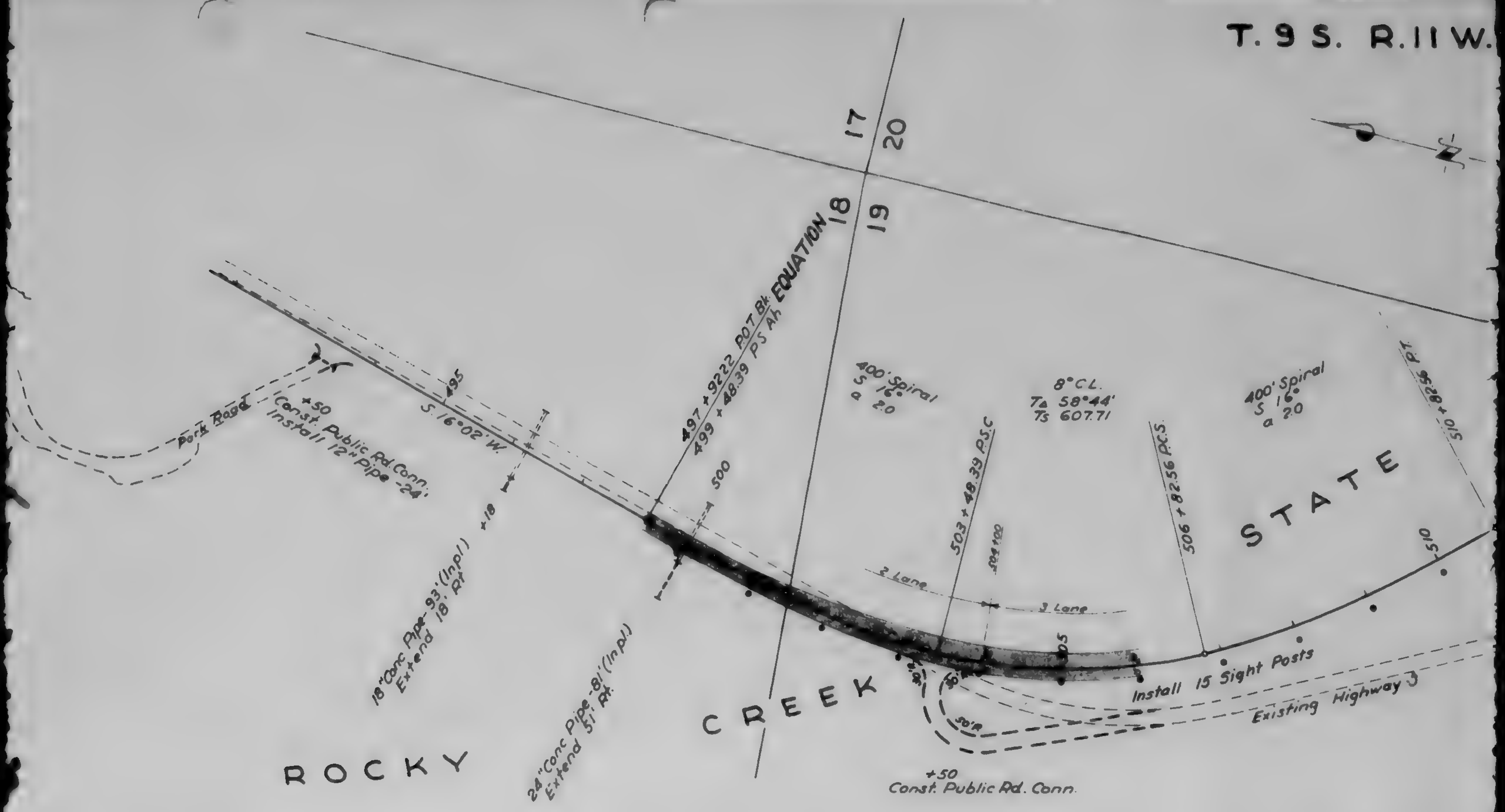

T. 9 S.
WHALE
COVE
+45
Const. Approach
Install 12" Pipe - 21'
+60 36" Conc Pipe - 108' (In pl.)
Extend 45' Rt.
+38 36" Conc. Pipe 84' (Inpl)
Extend 24' Rt.
+10 18" Conc Pipe 57' (Inpl)
Extend 21' Rt.
+80 Salv. & Relay 18" Conc. Pipe 51'
+85 Salv. & Relay 18" Conc. Pipe 42'
Extend 21'
R/W Line
S. 2°37' W.
465
470
475
+00
Const. Approach
12" Pipe - 21' (in pl.)
464 + 82.00 P.S.
468 + 82.00 P.S.C.
400' Spiral
S 16°
a 2.0
8° C.R.
Ta 77°05'
Ts 777.43
474 + 45.63 P.C.S.
478 + 45
18" Conc. Pipe - 42' (In pl.)
Extend 84' Rt.
70'
90'
150'
+00 Const. Approach - Rt.
12" Pipe - 21' (in place)
+45 Const. Approach - Lt.
Install 12" Pipe - 21'
Str. Ex. 2 C.Y.
B.M.
87.90
+85 Salv. & Relay 18" Conc. Pipe - 42'
Extend 21'
Str. Exc. 17 C.Y.
+80 Salv. & Relay 18" Conc. Pipe - 51'
Str. Exc. 22 C.Y.
+10 18" Conc. Pipe - 57' (In pl.)
Extend 21' Rt.
Str. Ex. 4 C.Y.
+38 36" Conc. Pipe - 84' (In pl.)
Extend 24' Rt.
Str. Exc. 6 C.Y.
+60 36" Conc. Pipe 108' (In pl.)
Extend 45' Rt.
Str. Exc. 7 C.Y.
+10 30" Spruce - 33' Rt.
+30 18" Conc. Pipe - 42' (In pl.)
Extend 84' Rt.
Str. Exc. 15 C.Y.
100
80
60
-0.3006
800' V.C.
76.24
+50
+1.997
Exc. 2424
Emb. 2203
Exc. 6786
Short O.H. 23280 Yd. Sta.
Emb. 6169
Exc. 2029
Emb. 1845
From Sta. 452+00
Short O.H. 29178 Yd. Sta.
Long O.H. 253 C-Yd. Sta.
Emb. 4423
Exc. 3078
From Sta. 434+55
Short O.H. 1176 Yd. Sta.
Long O.H. 60 C-Yd. Sta.
Emb. 178
461
465
470
475
LOCAT

DEPOE BAY-MINER CREEK UNIT
SILETZ BAY-MINER CREEK SECTION
OREGON COAST HIGHWAY
LINCOLN COUNTY

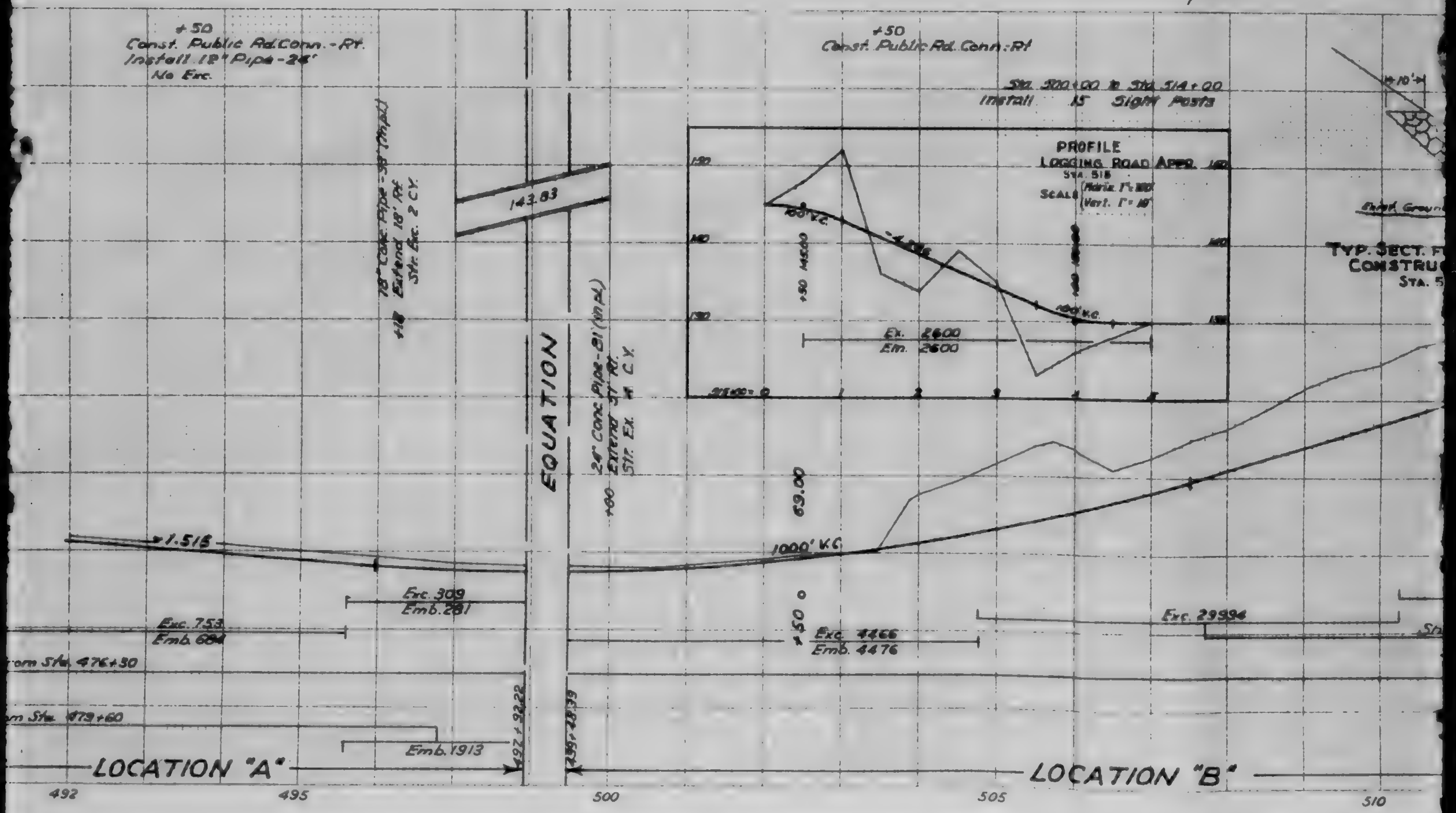
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET No.
8	OREGON	BF-110(7)		5


9 S. R.11 W., W.M.
N
STATE PARK
Const. Logging Road Appr.
515+55 R
55' R
State Park Bdry. ⅊
500' ± to R/W Line
Note: Pool Basin to be cleared to Elev. 60.0'
+23 Const. 6'x6" R.C. Box Culvert - 400'
500'
150'
R/W Line ⅊
+50 Install 18" Ex. Str. P.-237'
Install 4 Sight Posts
Const. Guard Rail - 1100'
Creek
Rocky
150'
Install 8" Perf. Dr. P. 650'
0' Spiral 16° 20
510+92.56 P.T.
S.42°42'E
510
275' ±
514+08.65 P.S.C.
R/W Line ⅊
6° C.R.
Δ 68°19'30"
T 800.60
522+47.49 P.C.S.
Posts
300' Spiral S 9° a 2.0
511+08.65 P.S.
Existing Highway ⅊
R/W Line ⅊
300' Spiral S 9° a 2.0
PACIFIC OCEAN

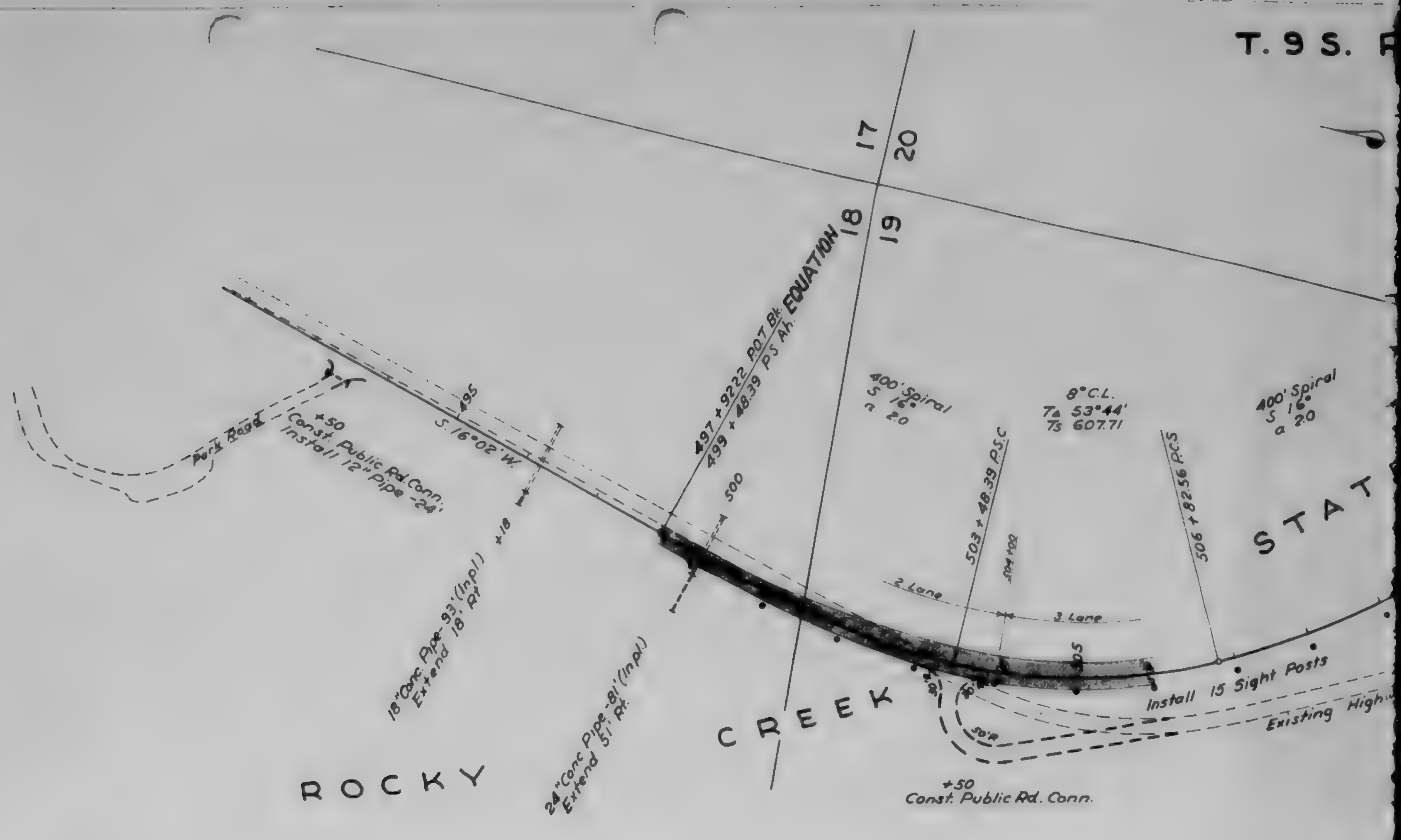

B.M. 79.711
N.W. Cor. Rocky Cr. Bridge +60
Install 8" Perf. Dr. Pipe - 650'
Str. Exc. 650 C.Y.
Rock Backfill 600 C.Y.
10'
Elev. 35.0'
1½:1
Pacific Ocean
Exist. Ground
20'
TYP. SECT. FOR SPECIAL EMBANKMENT CONSTRUCTION AT ROCKY CREEK
STA. 516 to 518+50
Construct Guard Rail - 1100'
+6.0
Inst. 4 Sight Posts
Bridge Dbl. 10683, 96.56 & 97.85
Construct 6'x6' R.C. Box Culv. - 400'
Class "A" Conc. 438 C.Y.
Metal Reinf. 82000 Lb.
Str. Exc. 720 C.Y.
+23
Rocky Creek
Install 18" Ex. Str. Pipe - 237'
Str. Exc. 50 C.Y.
+50
Exc. 28610
Emb. 28609
29934
Short A.H. 84000 Yd. Sta.
Emb. 29599
Exc. 750
Emb. 750
From Sta. 530+
See Sheet 6
From Stas. 532+50, 546, 552, 567+50 & 583+50
Emb. 273598
B"
200
180
160
140
120
100
80
60
40
20
510
515
520
524

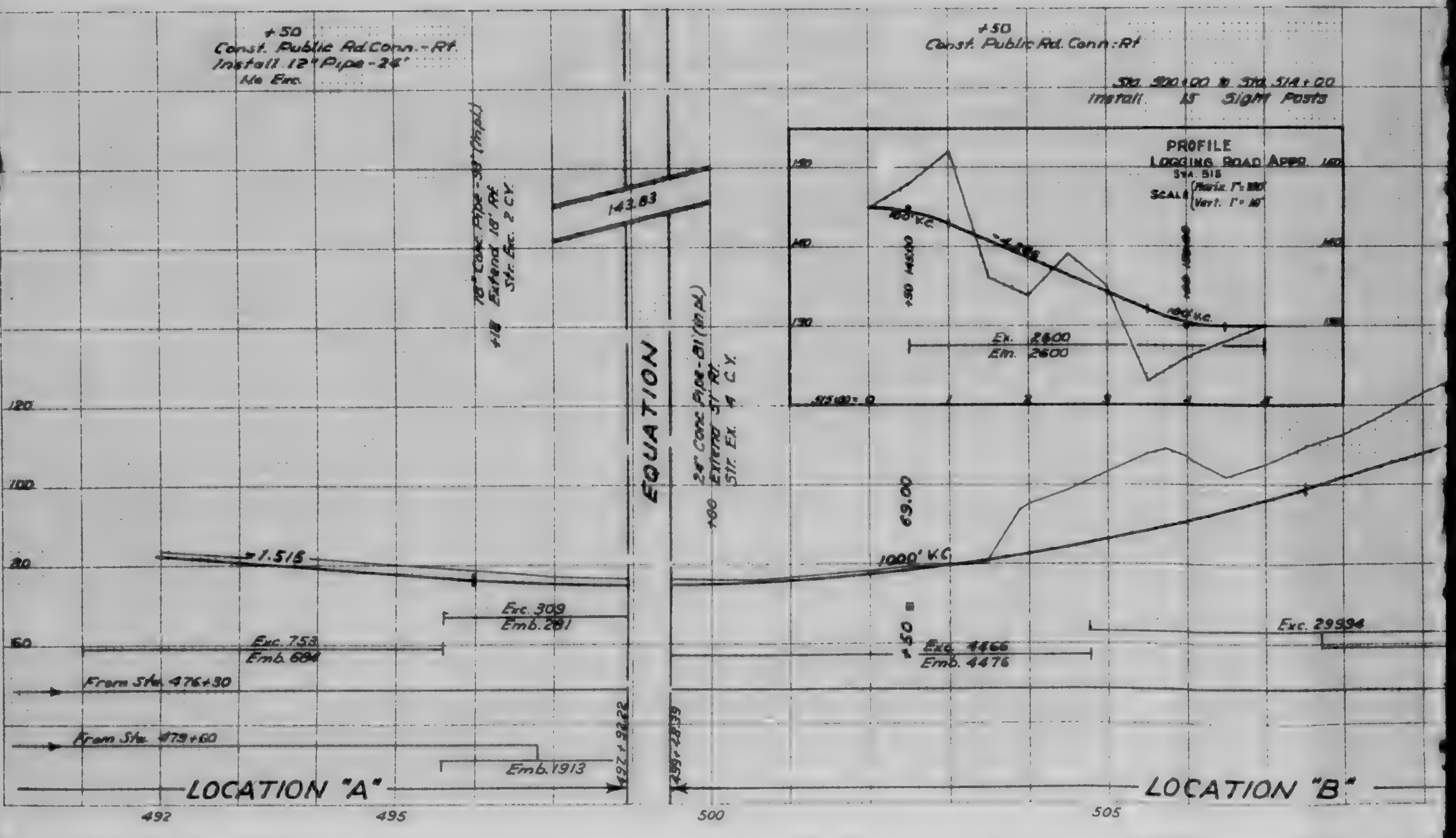


T. 9 S. R. 11 W.
17
20
18
19
497 + 92.22 POT Bk.
499 + 48.39 PS Ah. EQUATION
400' Spiral
a S 16°
a 2.0
8° C.L.
T∆ 58°44'
Ts 607.71
400' Spiral
S 16°
a 2.0
510 + 82.56 P.T.
495
S. 16°02' W.
Fork Road
+50
Const. Public Rd. Conn.
Install 12" Pipe - 24'
+18
18" Conc. Pipe - 93' (Inpl.)
Extend 18' Rt.
500
24" Conc. Pipe - 81' (Inpl.)
Extend 51' Rt.
503 + 48.39 P.S.C.
504+00
3 Lane
3 Lane
506 + 82.56 P.C.S.
505
510
STATE
Install 15 Sight Posts
Existing Highway 3
50' R
ROCKY
CREEK
+50
Const. Public Rd. Conn.



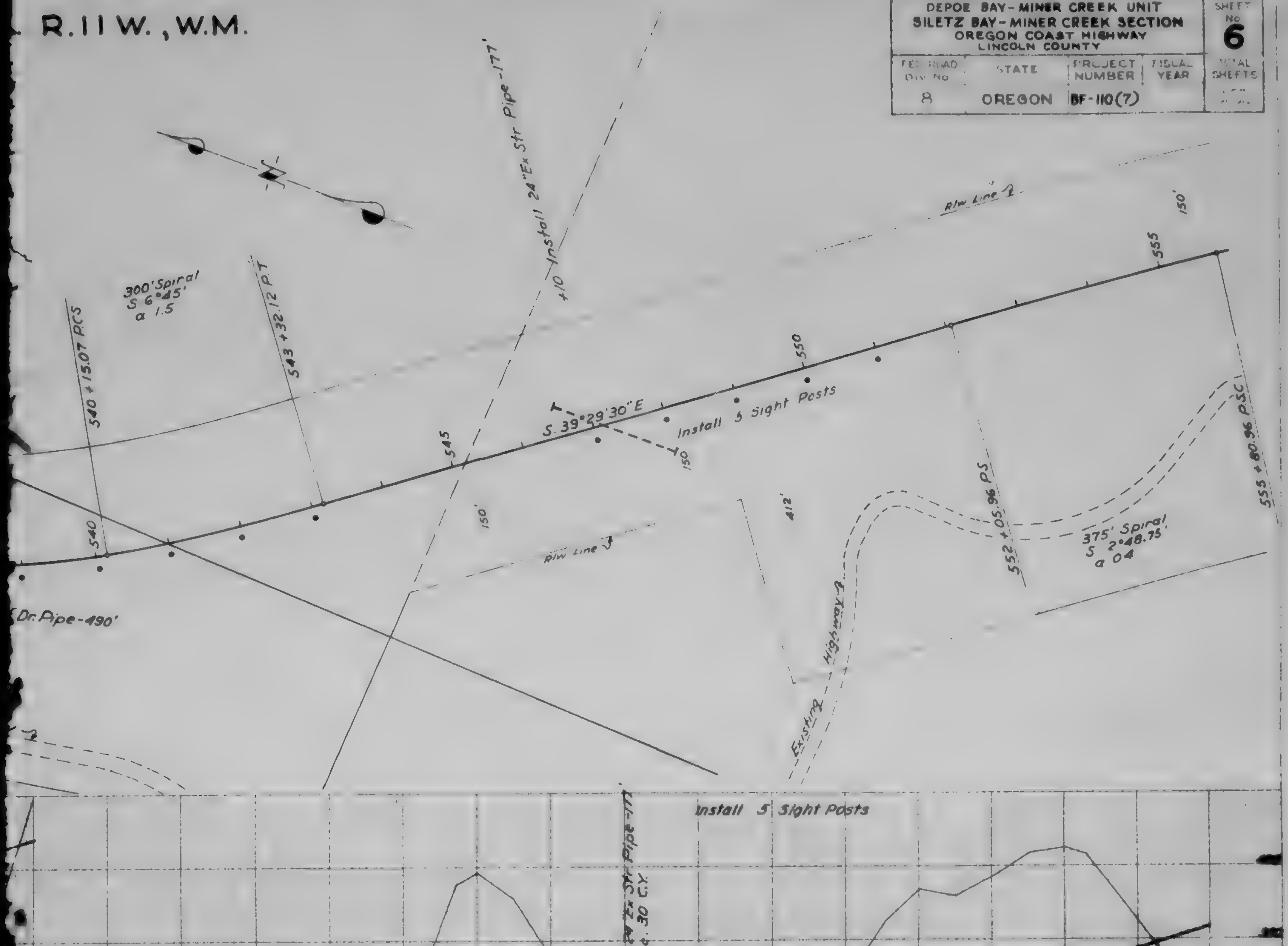
+50
Const. Public Rd. Conn. - Rt.
Install 12" Pipe - 24'
No Exc.
+18
18" Conc. Pipe - 93' (Inpl.)
Extend 18' Rt.
Str. Exc. 2 C.Y.
143.83
EQUATION
+80
24" Conc. Pipe - 81' (Inpl.)
Extend 51' Rt.
Str. Ex. 4 C.Y.
+50
Const. Public Rd. Conn.: Rt
Sta. 500+00 to Sta. 514+00
Install 15 Sight Posts
PROFILE
LOGGING ROAD APPR.
STA. 515
SCALE Horiz. 1" = 100'
Vert. 1" = 10'
150
140
130
100' V.C.
+50 145.00
-4.00%
100' V.C.
Ex. 2600
Em. 2600
515+00 = 0
1
2
3
4
5
69.00
+50
-1.51%
1000' V.C.
Exc. 309
Emb. 281
Exc. 753
Emb. 684
Exc. 4466
Emb. 4476
Exc. 29994
From Sta. 476+50
From Sta. 479+60
Emb. 1913
497+92.22
499+48.39
LOCATION "A"
LOCATION "B"
TYP. SECT. F
CONSTRUC
STA. 5
Exist. Groun
10'
492
495
500
505
510


T. 9 S. R
17
20
18
19
497 + 92.22 P.O.T. Bk. EQUATION
499 + 48.39 P.S. Ah.
400' Spiral
S 16°
a 2.0
8° C.L.
Ta 53°44'
Ts 607.71
400' Spiral
S 16°
a 2.0
503 + 48.39 P.S.C.
506 + 82.56 P.C.S.
504+00
495
500
505
S 16°02' W
Park Road
+50
Const. Public Rd. Conn.
Install 12" Pipe -24'
+18
18" Conc. Pipe -93' (Inpl.)
Extend 18' Rt.
24" Conc. Pipe -81' (Inpl.)
Extend 51' Rt.
2 Lane
3 Lane
Install 15 Sight Posts
Existing High
+50
Const. Public Rd. Conn.
ROCKY CREEK STAT

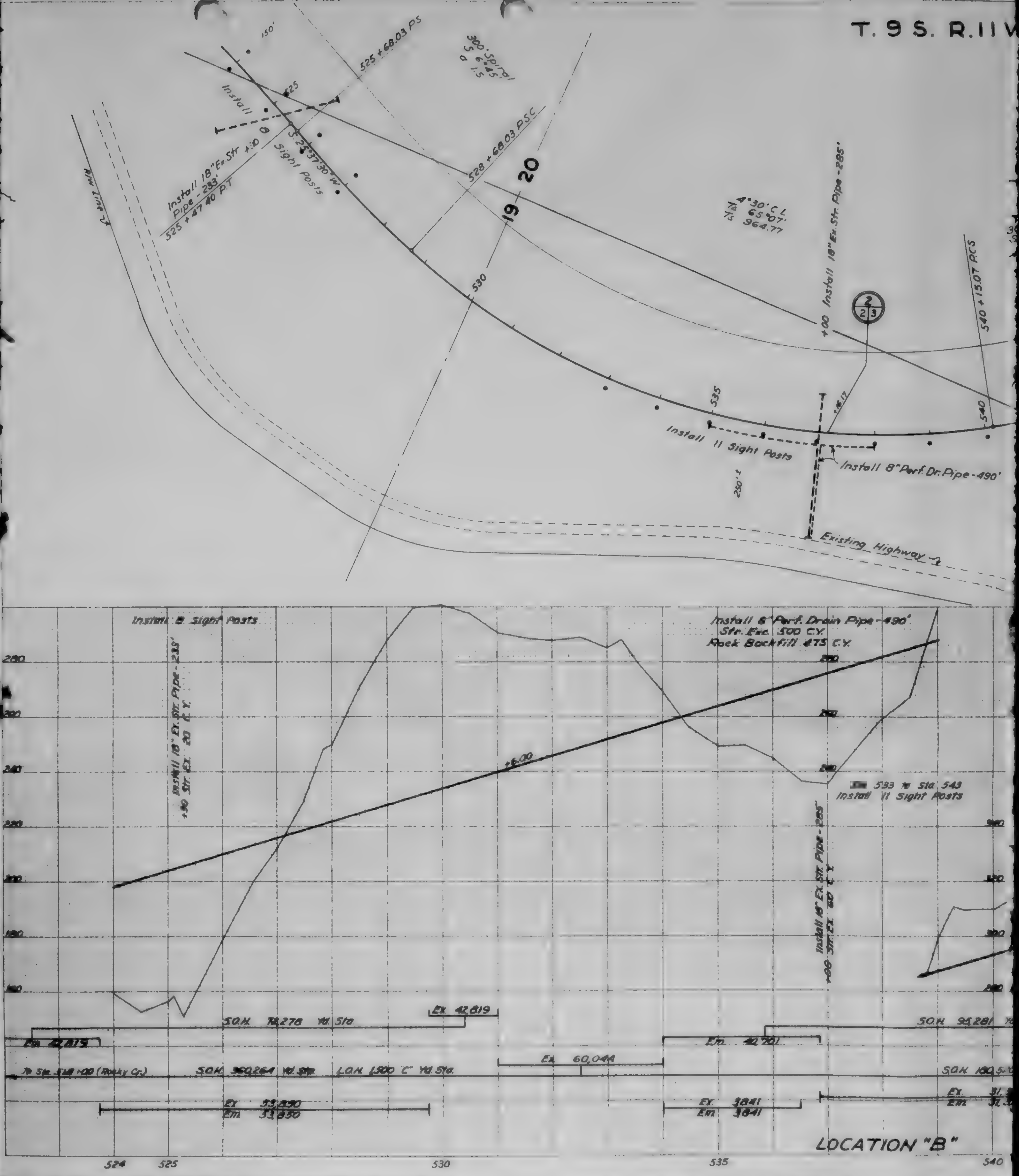

+50
Const. Public Rd. Conn. - Rt.
Install 12" Pipe - 24'
No Exc.
18" Conc. Pipe -93' (Inpl.)
+18 Extend 18' Rt.
Str. Exc. 2 C.Y.
143.83
EQUATION
24" Conc. Pipe -81' (Inpl.)
+00 Extend 51' Rt.
Str. Ex. 4 C.Y.
+50
Const. Public Rd. Conn.: Rt
Sta. 500+00 to Sta. 514+00
Install 15 Sight Posts
PROFILE
LOGGING ROAD APPR.
STA. 515
SCALE Horiz. 1" = 100'
Vert. 1" = 10'
100' V.C.
100' V.C.
+50 145.00
Ex. 2600
Em. 2600
515+00 = 0
150
140
130
120
100
80
60
-1.51%
69.00
1000' V.C.
+50 =
Exc. 309
Emb. 281
Exc. 753
Emb. 684
Exc. 4466
Emb. 4476
Exc. 29994
From Sta. 476+30
From Sta. 479+60
Emb. 1913
497 + 92.22
499 + 48.39
LOCATION "A"
LOCATION "B"
492
495
500
505

DEPOE BAY-MINER CREEK UNIT
SILETZ BAY-MINER CREEK SECTION
OREGON COAST HIGHWAY
LINCOLN COUNTY

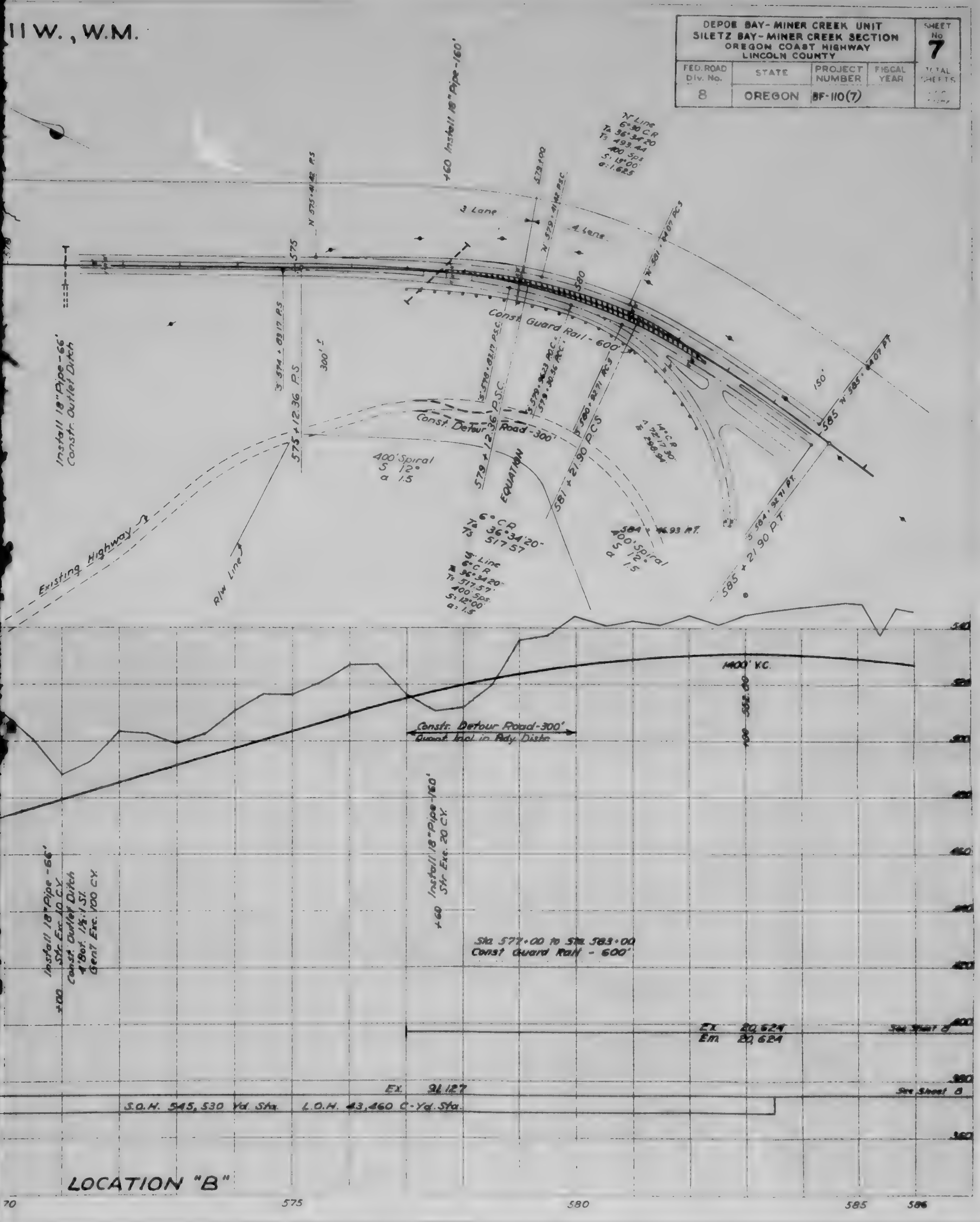
FED. ROAD DIV. No.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET No. 6
8	OREGON	BF-110(7)		TOTAL SHEETS

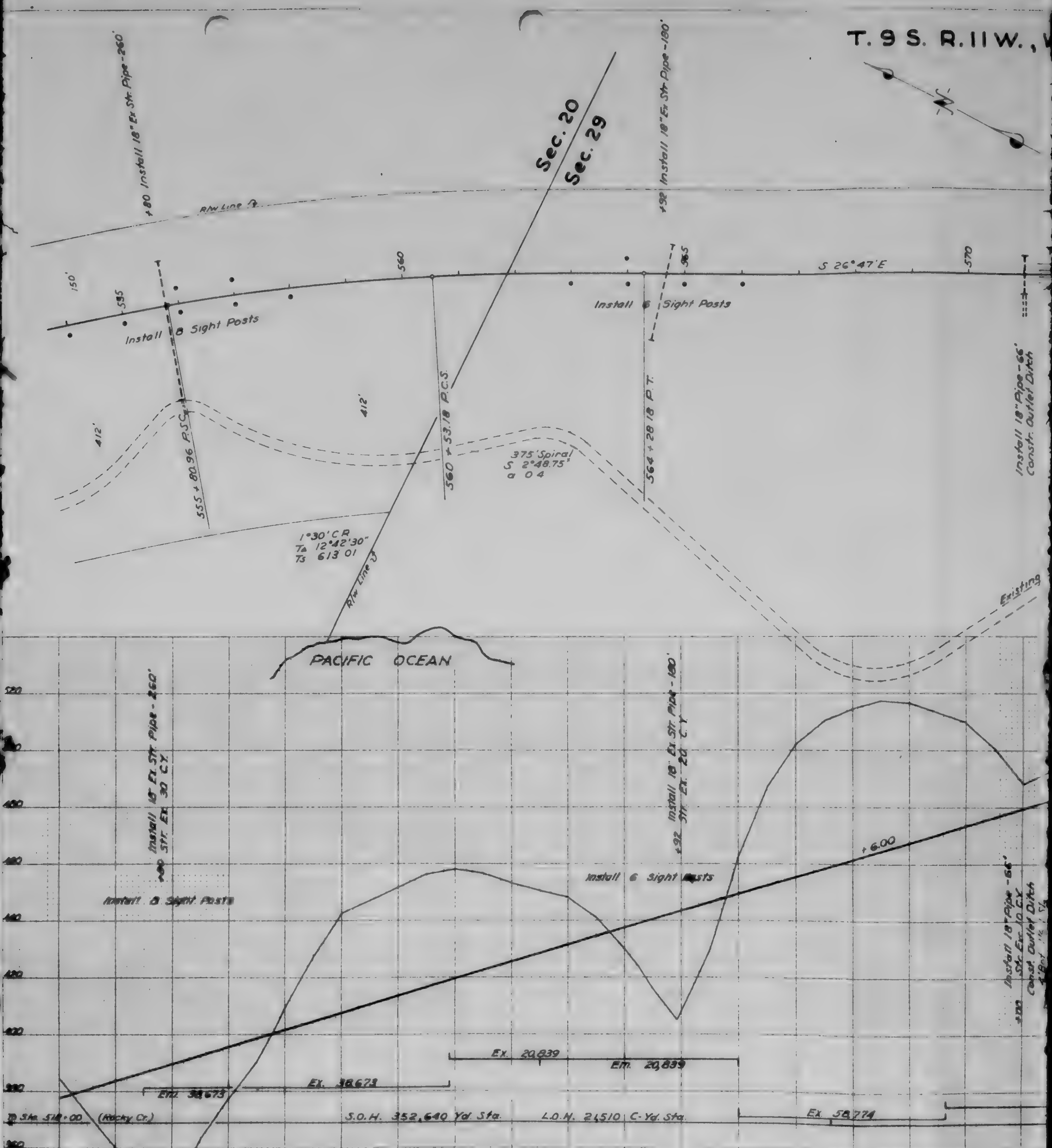


R.11 W., W.M.
300' Spiral
S 6°45'
a 1.5
540+15.07 PCS
543+32.12 PT
+10 Install 24" Ex Str Pipe-177'
R/w Line 2
555
150'
550
S. 39°29'30" E
Install 5 Sight Posts
150
545
150'
540
R/w Line 3
Dr. Pipe-490'
412'
552+05.96 PS
375' Spiral
S 2°48.75'
a 0.4
555+80.96 PSC
Existing Highway
Install 5 Sight Posts
+10 Install 24" Ex. Str. Pipe-177
Str. Exc. 30 C.Y.
Sta. 543
Posts
+6.00
340
320
300
280
Ex. 457
Em. 457
Ex 40071
Em. 13,447
Ex 13,447
Ex. 17,257
Em 17,257
S.O.H. 95,281 Yd. Sta.
Ex. 30,087
Ex. 18,370
S.O.H. 130,520 Yd. Sta.
L.O.H. 4815 "C" Yd. Sta.
S.O.H. 110,220 Yd. Sta.
L.O.H. 4040 "C" Yd. Sta.
See Sheet 7
Ex. 31,322
Em. 31,322
"B"
540
545
550
555

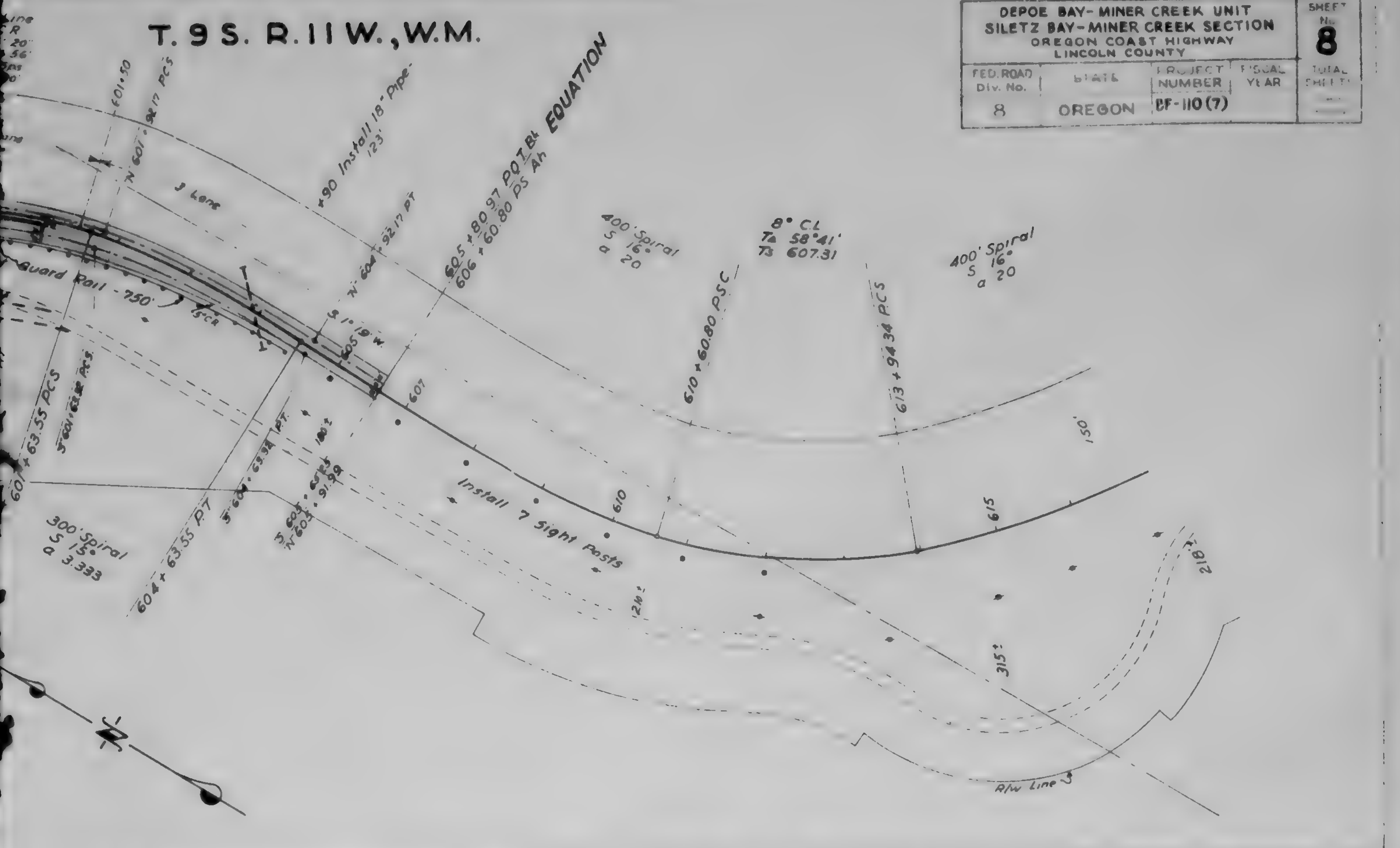

T. 9 S. R.11 W
150'
525 + 68.03 PS
300' Spiral
θs 6°45'
a 1.5
Install
525
Install 18" Ex. Str +:0 Ø
Pipe - 233'
525 + 47.40 P.T
S. 25°37'30" W.
Sight Posts
528 + 68.03 PSC
20
19
530
4°30' C.L.
Δ 65°07'
Ts 964.77
+00 Install 18" Ex. Str. Pipe - 285'
2
2 3
540 + 15.07 PCS
535
540
+6.17
Install 11 Sight Posts
Install 8" Perf. Dr. Pipe - 490'
230'±
Existing Highway
Install 8 Sight Posts
Install 18" Ex. Str. Pipe - 233'
+90 Str. Ex. 20 C.Y.
Install 8" Perf. Drain Pipe - 490'
Str. Exc. 500 C.Y.
Rock Backfill 475 C.Y.
+6.00
Sta. 533 to Sta. 543
Install 11 Sight Posts
Install 18" Ex. Str. Pipe - 285'
+00 Str. Ex. 20 C.Y.
280
260
240
220
200
180
160
380
360
340
320
300
280
S.O.H. 78,278 Yd. Sta.
Ex. 42,819
Em. 42,819
To Sta. 518 +00 (Rocky Cr.)
S.O.H. 360,264 Yd. Sta.
L.O.H. 1,500 "C" Yd. Sta.
Ex. 60,044
Em. 40,701
S.O.H. 95,281
S.O.H. 180,5
Ex. 33,890
Em. 33,850
Ex. 3841
Em. 3841
Ex. 31,
Em. 31,
LOCATION "B"
524
525
530
535
540

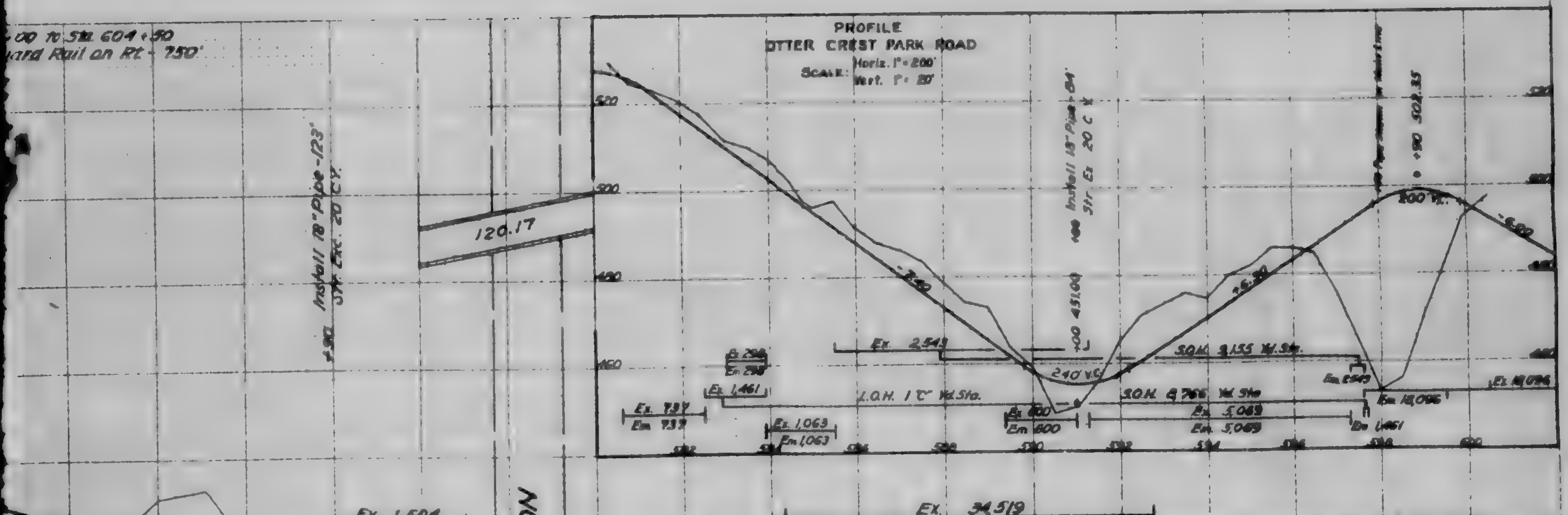
DEPOE BAY-MINER CREEK UNIT SILETZ BAY-MINER CREEK SECTION OREGON COAST HIGHWAY LINCOLN COUNTY				SHEET No 7
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	BF-110(7)		

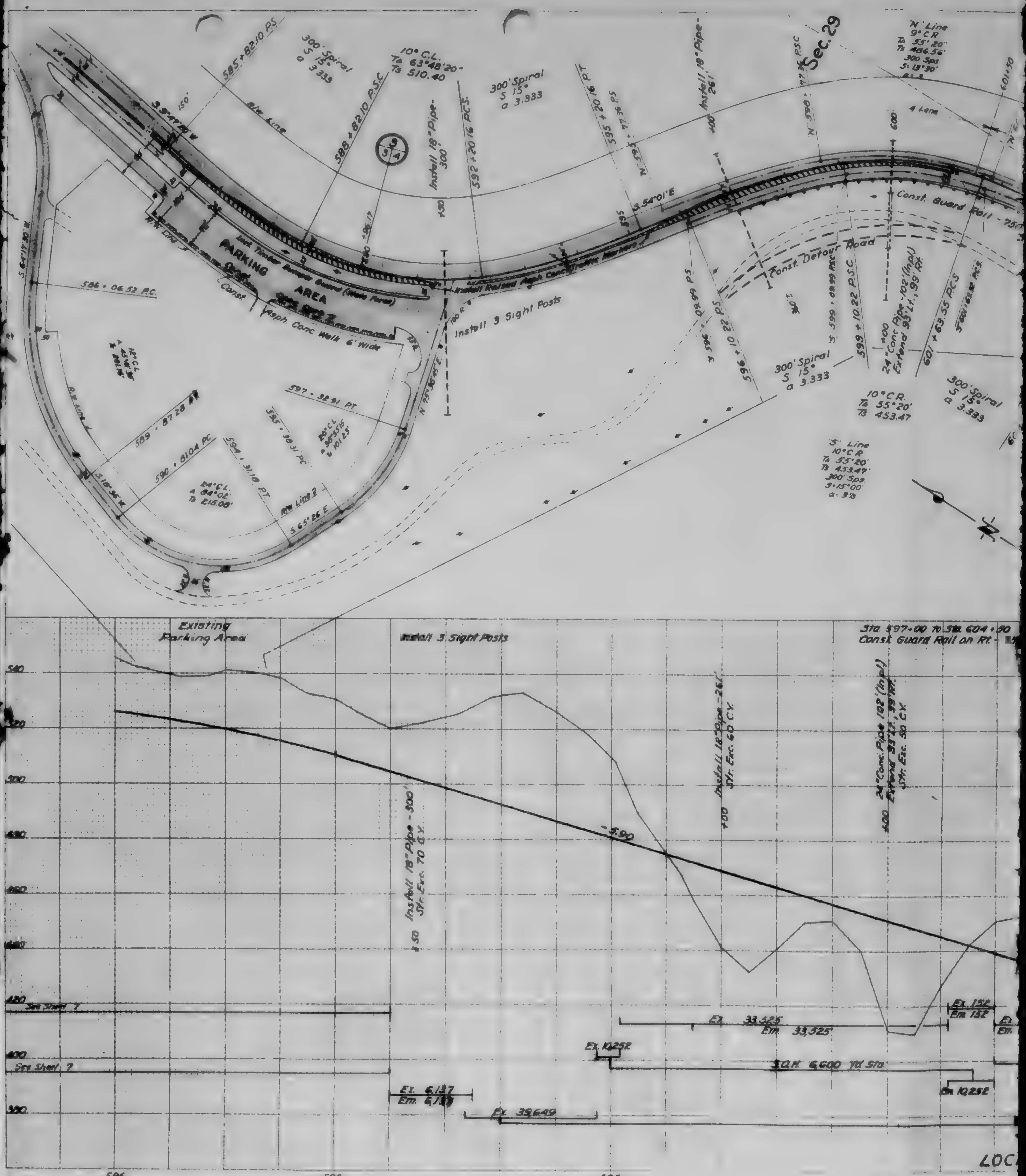

11 W., W.M.
+60 Install 18" Pipe-160'
'N' Line
6°-30 C.R.
T₂ 36°34'20"
Ts 493.44
400 Sps
S: 13°00'
a: 1.625
579+00
N 575+41.42 P.S.
N 579+41.42 P.S.C.
N 581+14.07 P.C.S.
3 Lane
4 Lane
575
580
Const. Guard Rail - 600'
150'
N 585+44.07 P.T.
585
Install 18" Pipe-66'
Const. Outlet Ditch
'S' 574+83.17 P.S.
575+12.36 P.S.
300'±
'S' 578+83.17 P.S.C.
579+12.36 P.S.C.
'S' 579+23 P.O.C.
579+30.36 P.S.C.
EQUATION
'S' 580+92.71 P.C.S.
581+21.90 P.C.S.
Const. Detour Road - 300'
400' Spiral
S 12°
a 1.5
Existing Highway
R/W Line
6° C.R.
T₂ 36°34'20"
Ts 517.57
'S' Line
6° C.R.
T₂ 36°34'20"
Ts 517.57
400 Sps
S: 12°00'
a: 1.5
584+96.93 P.T.
400' Spiral
a S 12°
1.5
'S' 584+92.71 P.T.
585+21.90 P.T.
1400' V.C.
+00 552.00
Constr. Detour Road-300'
Quant. Incl. in Rdy. Dists.
+00 Install 18" Pipe-66'
Str. Exc. 10 C.Y.
Const. Outlet Ditch
4' Bot. 1½:1 Sl.
Gen'l Exc. 100 C.Y.
+60 Install 18" Pipe-160'
Str. Exc. 20 C.Y.
Sta. 577+00 to Sta. 583+00
Const. Guard Rail - 600'
Ex 20,624
Em 20,624
See Sheet 8
Ex. 91,127
See Sheet 8
S.O.H. 545,530 Yd. Sta.
L.O.H. 43,460 C-Yd. Sta.
540
520
500
480
460
440
420
400
380
360
LOCATION "B"
570
575
580
585
586


T. 9 S. R. 11 W., W
N
Sec. 20
Sec. 29
+80 Install 18" Ex. Str. Pipe - 260'
+92 Install 18" Ex. Str. Pipe - 180'
R/W Line Rt.
R/W Line Lt.
150'
555
560
565
570
S 26°47'E
Install 8 Sight Posts
Install 6 Sight Posts
412'
412'
555 + 80.96 P.S.C.
560 + 53.18 P.C.S.
564 + 28.18 P.T.
375' Spiral
S 2°48.75'
a 0.4
1°30' C.R.
Ta 12°42'30"
Ts 613.01
Install 18" Pipe - 66'
Constr. Outlet Ditch
Existing
PACIFIC OCEAN
520
500
480
460
440
420
400
380
360
+80 Install 18" Ex. Str. Pipe - 260'
Str. Ex. 30 C.Y.
+92 Install 18" Ex. Str. Pipe - 180'
Str. Ex. 20 C.Y.
Install 8 Sight Posts
Install 6 Sight Posts
+6.00
+100 Install 18" Pipe - 66'
Str. Exc. 10 C.Y.
Const. Outlet Ditch
3' Bot. 1½ : 1 S/s
Ex. 20,839
Em. 20,839
Em. 38,673
Ex. 38,673
To Sta. 518+00 (Rocky Cr.)
S.O.H. 352,640 Yd. Sta.
L.O.H. 21,510 C-Yd. Sta.
Ex. 58,774
555
560
565
570
LO

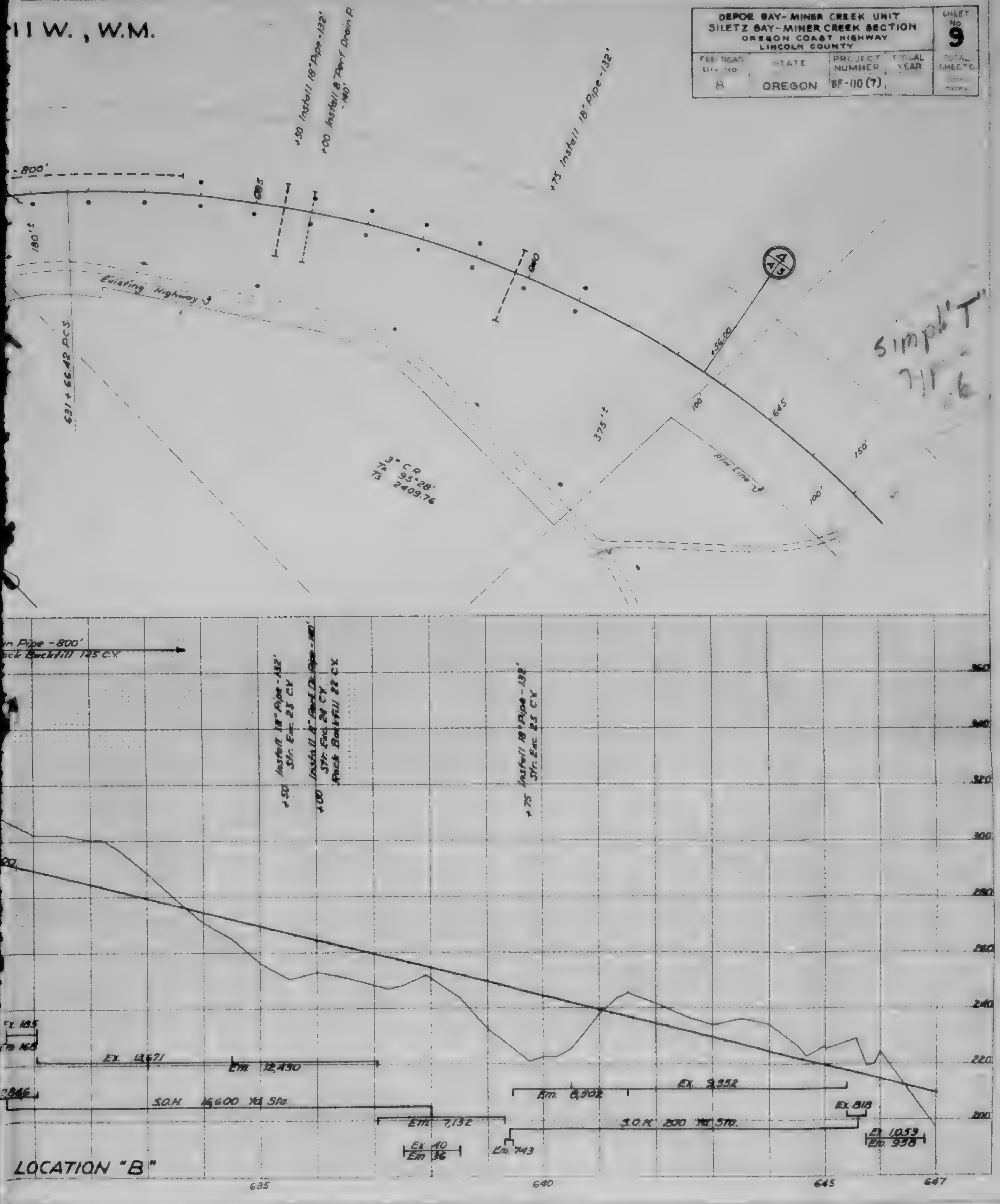
DEPOE BAY-MINER CREEK UNIT SILETZ BAY-MINER CREEK SECTION OREGON COAST HIGHWAY LINCOLN COUNTY				SHEET No. 8
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	BF-110 (7)		


T. 9 S. R. 11 W., W.M.
+90 Install 18" Pipe 123'
605+80.97 P.O.T. Bk EQUATION
606+60.80 P.S. Ah
601+50
N 601+92.17 P.C.S.
N 604+92.17 P.T.
3 Lane
Guard Rail - 750'
S.C.R.
601+63.55 P.C.S.
S 601+63.55 P.C.S.
S 604+63.55 P.T.
604+63.55 P.T.
S 605+63.55
N 605+91.99
300' Spiral
S 15°
a 3.333
400' Spiral
S 16°
a 20
8° C.L.
Tc 58°41'
Ts 607.31
610+60.80 P.S.C.
613+94.34 P.C.S.
400' Spiral
S 16°
a 20
150'
Install 7 Sight Posts
605
610
615
315±
218±
R/W Line


00 to Sta. 604+50
Guard Rail on Rt. - 750'
+90 Install 18" Pipe - 123'
Str. Exc. 20 C.Y.
120.17
PROFILE
OTTER CREST PARK ROAD
Scale: Horiz. 1" = 200'
Vert. 1" = 20'
+00 Install 18" Pipe - 84'
Str. Ex. 20 C.Y.
+00 451.00
240' V.C.
+90 502.35
200' V.C.
-5.00
+5.00
-5.00
Ex. 2,543
S.O.H. 3,155 Yd. Sta.
S.O.H. 4,766 Yd. Sta.
L.O.H. 1 C Yd. Sta.
Ex. 739
Em. 739
Ex. 1,461
Ex. 1,063
Em. 1,063
Ex. 600
Em. 600
Ex. 5,069
Em. 5,069
Em. 1,461
Em. 2,543
Em. 10,096
Ex. 10,096
EQUATION
Ex. 1,504
Em. 1,504
Ex. 152
Em. 152
Ex. 1,475
Em. 1,475
Ex. 41,187
Em. 10,252
605+80.97 Bk.
606+60.80 Ahd.
Ex. 10
Em. 10
Ex. 34,519
Ex. 776
Em. 776
Ex. 55,106
To Sta. 620+50
See Sheet 9
Sta. 605+00 to Sta. 612+00
Install 7 Sight Posts
-5.00
+67.78
381.611
300' V.C.
To Sta. 621+90
To Sta. 629+50
-5.00
LOCATION "B"
605
610
615
616

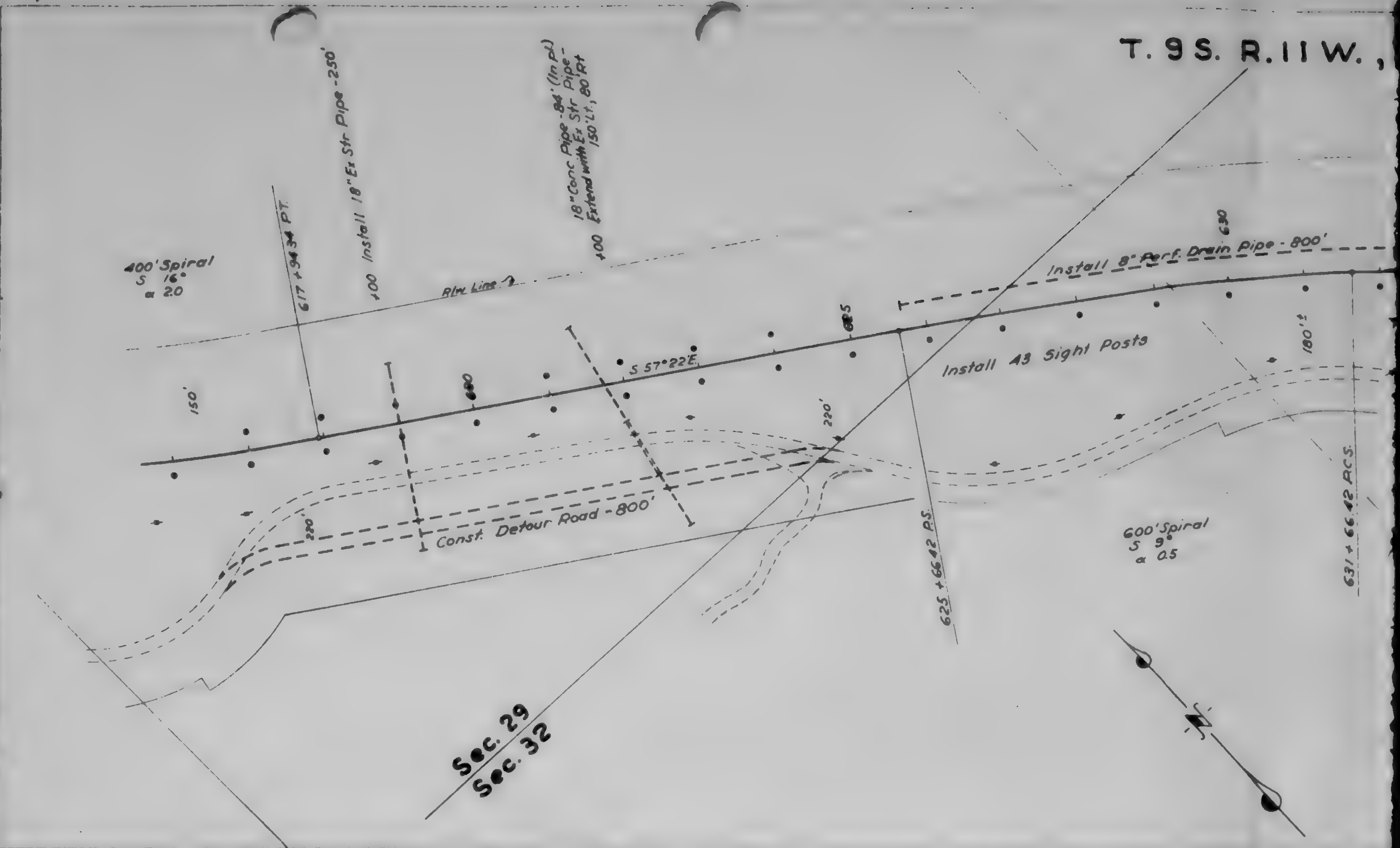

585+82.10 P.S.
300' Spiral
S 15°
a 3.333
10° C.L.
Ta 63°48'20"
Ts 510.40
588+82.10 P.S.C.
Install 18" Pipe - 300'
592+20.16 P.C.S.
300' Spiral
S 15°
a 3.333
595+20.16 P.T.
Install 18" Pipe - 26'
Sec. 29
'N' Line
9° C.R.
Ta 55°20'
Ts 486.56'
300 Sps.
S: 13°30'
S 54°01' E
Const. Guard Rail - 750
Const. Detour Road
PARKING AREA
Const.
Asph. Conc Walk 6' Wide
Inst. Timber Bumper Guard
Install Raised Asph. Conc. Traffic Markers
Install 3 Sight Posts
586+06.52 P.C.
589+87.28 P.T.
590+81.04 P.C.
594+31.10 P.T.
595+30.31 P.C.
597+32.91 P.T.
24° C.L.
Δ 84°02'
Ts 215.08'
R/W Line
599+10.22 P.S.C.
596+10.22 P.S.
24" Conc Pipe - 102' (Impl)
Extend 93' Lt., 99' Rt.
601+63.55 P.C.S.
300' Spiral
S 15°
a 3.333
10° C.R.
Ta 55°20'
Ts 453.47
'S' Line
10° C.R.
Ta 55°20'
Ts 453.47'
300' Sps.
S: 15°00'
a: 3⅓
N
Existing Parking Area
Install 3 Sight Posts
Sta. 597+00 to Sta. 604+90
Const. Guard Rail on Rt.
Install 18" Pipe - 300'
Str. Exc. 70 C.Y.
Install 18" Pipe - 26'
Str. Exc. 60 C.Y.
24" Conc. Pipe 102' (Impl)
Extend 93' Lt., 99' Rt.
Str. Exc. 50 C.Y.
-5.90
See Sheet 7
See Sheet 7
Ex. 6,137
Em. 6,137
Ex. 39,649
Ex. 10,252
Ex. 33,525
Em. 33,525
S.O.H. 6,600 Yd Sta.
Ex. 152
Em. 152
Em. 10,252
540
520
500
480
460
440
420
400
380
586
590
595
600
LOC

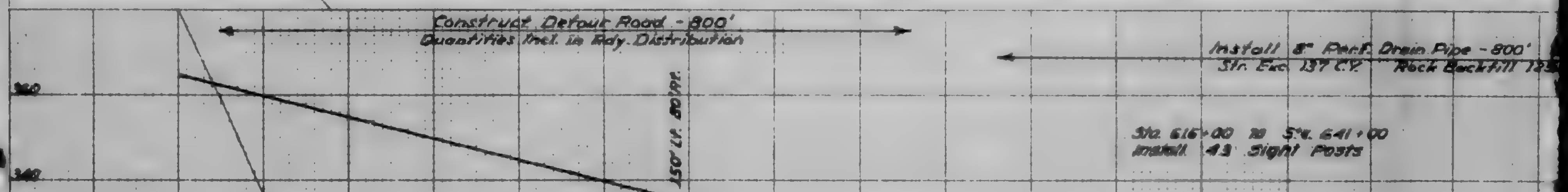
DEPOE BAY-MINER CREEK UNIT SILETZ BAY-MINER CREEK SECTION OREGON COAST HIGHWAY LINCOLN COUNTY				SHEET No 9
FED. ROAD DIV. NO	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	BF-110 (7)		



11 W. , W.M.
+50 Install 18" Pipe -132'
+00 Install 8" Perf. Drain P. -140'
+75 Install 18" Pipe -132'
-800'
180'±
635
640
645
+56.00
100
Existing Highway 3
631+66.42 P.C.S.
375'±
3° C.R. 95°28' 2409.76
R/W Line
150'
100'
...n Pipe -800'
...ock Backfill 125 C.Y.
+50 Install 18" Pipe -132' Str. Exc. 25 CY
+00 Install 8" Perf. Dr. Pipe -140' Str. Exc. 24 CY Rock Backfill 22 CY
+75 Install 18" Pipe -132' Str. Exc. 25 CY
360
340
320
300
280
260
240
220
200
Ex. 195
Em 168
Ex. 13,671
Em. 12,430
2846
S.O.H. 16,600 Yd. Sta.
Em. 7,132
Ex. 40
Em. 36
Em. 743
Em. 8,502
Ex. 9,352
S.O.H. 200 Yd. Sta.
Ex. 818
Ex. 1,059
Em. 938
LOCATION "B"
635
640
645
647

Simpl'T
7/1'.6

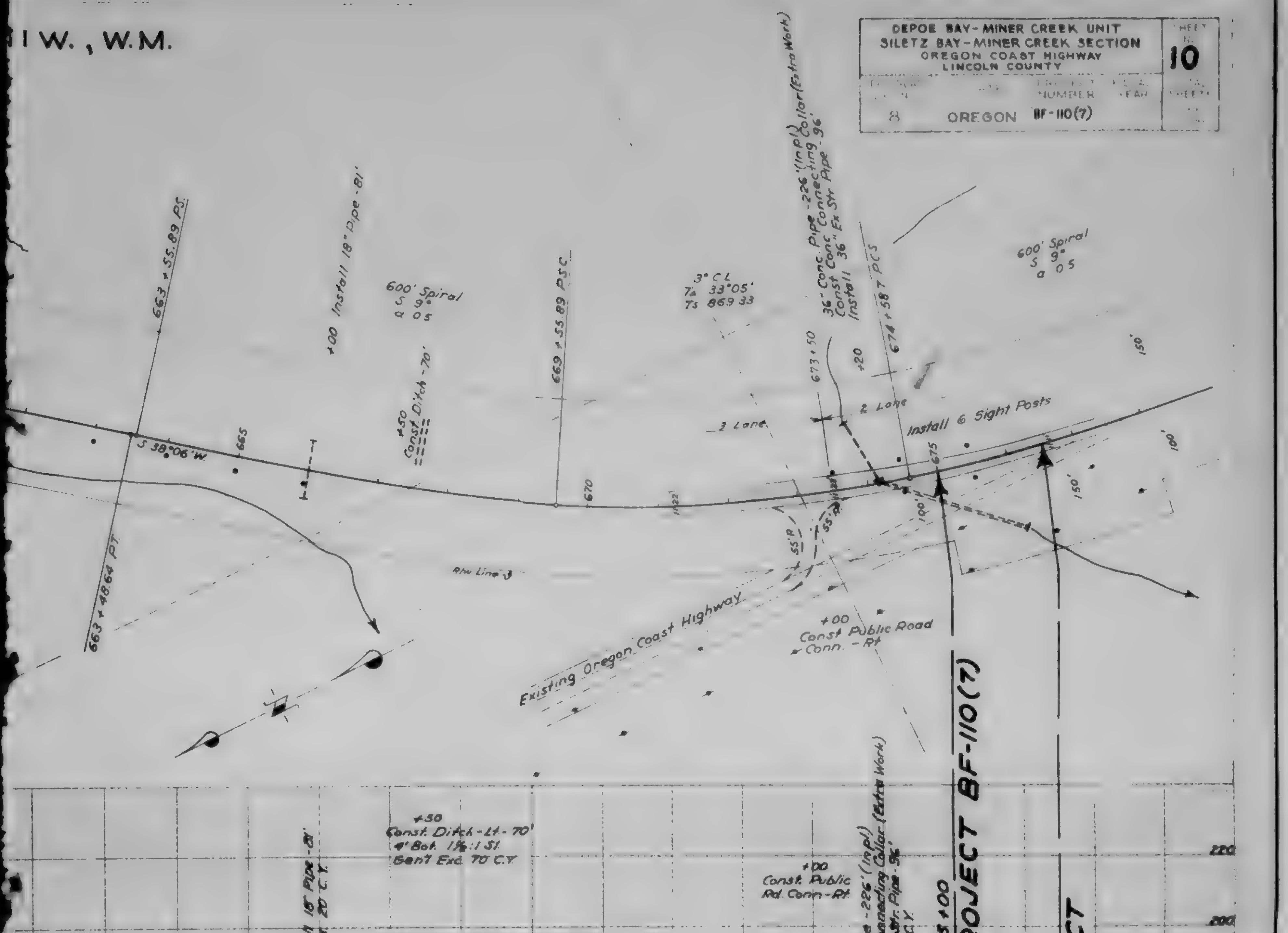

T. 9S. R.11W.,
400' Spiral
S 16°
a 2.0
617 + 94.34 P.T.
100 Install 18" Ex Str Pipe - 250'
18" Conc Pipe 84' (In pl)
Extend with Ex Str Pipe -
150' Lt., 80' Rt
100
R/w Line
630
Install 8" Perf. Drain Pipe - 800'
625
S 57°22'E
Install 43 Sight Posts
150'
620
220'
180'±
220
Const. Detour Road - 800'
625 + 66.42 P.S.
600' Spiral
S 9°
a 0.5
631 + 66.42 P.C.S.
Sec. 29
Sec. 32


Construct Detour Road - 800'
Quantities Incl. in Rdy. Distribution
Install 8" Perf. Drain Pipe - 800'
Str. Exc. 137 C.Y.   Rock Backfill 12
Sta. 616+00 to Sta. 641+00
Install 43 Sight Posts
360
340
320
300
280
260
240
220
200
Install 18" Ex. Str. Pipe - 250
Str. Exc. 70 C.Y.
250
18" Conc. Pipe - 84' (In pl.)
Extend with Ex. Str. Pipe -
150' Lt. 80' Rt.
Str. Exc. 50 C.Y.
400
-6.00
From Sta. 611+20   SOH 65,400 Yd. Sta.
See Sheet 8
Em. 33,106
Em. 34,319
Ex. 185
Em 168
Ex. 15,797
Em. 14,361
From Sta. 605   SOH 247,122 Yd. Sta.   LOH 1,593 C' Yd. Sta.
Em. 41,187
Ex. 7846
From Sta. 593+00   SOH 237,824 Yd. Sta.   LOH 6,959 C' Yd. Sta.
Em. 39,649
616
620
625
630

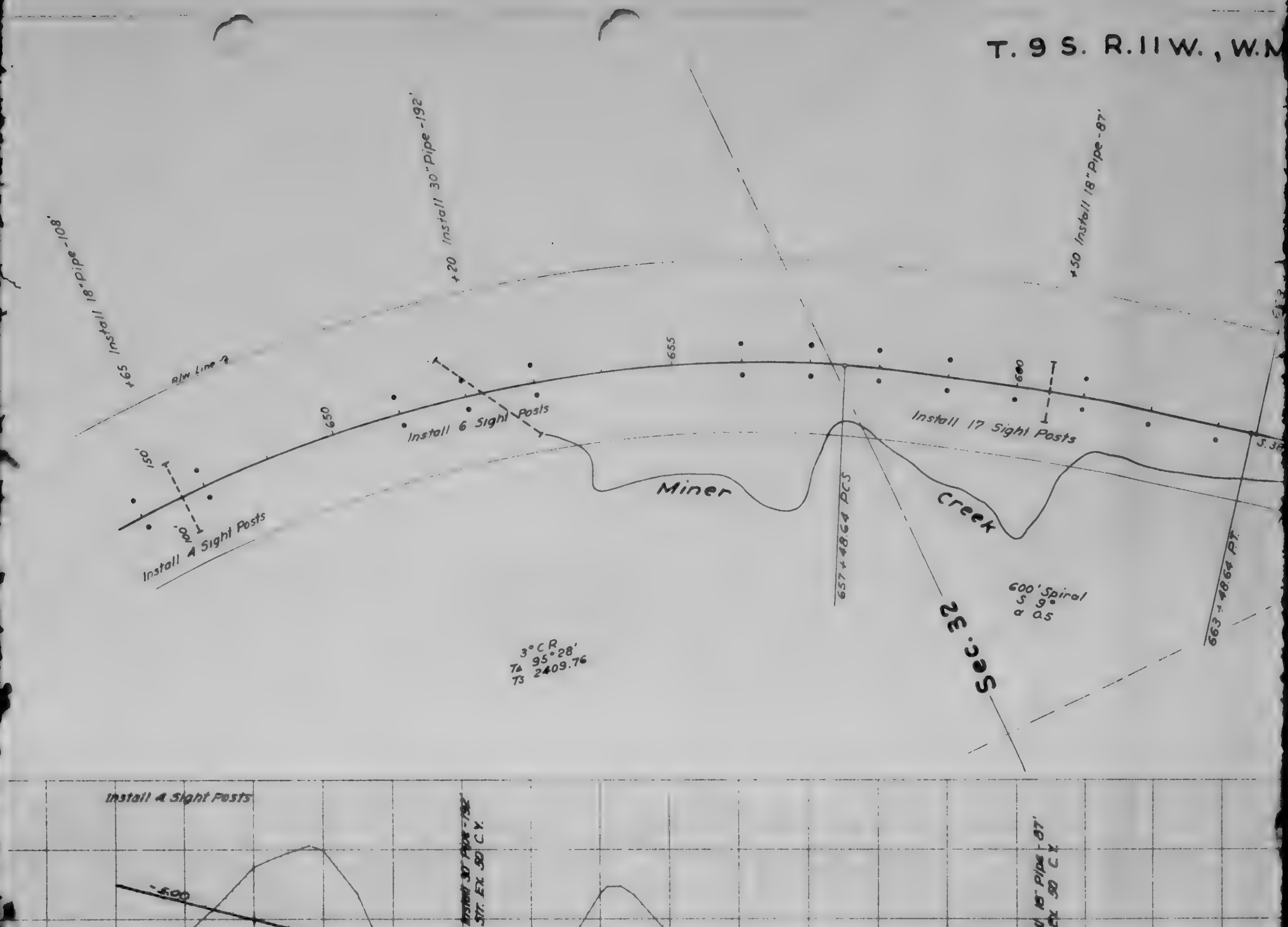
LOCATION

DEPOE BAY-MINER CREEK UNIT
SILETZ BAY-MINER CREEK SECTION
OREGON COAST HIGHWAY
LINCOLN COUNTY

8	OREGON	BF-110(7)		10



1 W., W.M.
663+55.89 P.S.
663+48.64 P.T.
S 38°06' W.
665
+00 Install 18" Pipe-81'
600' Spiral
S 9°
a 0.5
+50
Const. Ditch-70'
669+55.89 P.S.C.
670
3° C.L.
Tc 33°05'
Ts 869.33
3 Lane
2 Lane
673+50
+20
36" Conc. Pipe-226' (Inpl.)
Const. Conc. Connecting Collar (Extra Work)
Install 36" Ex. Str. Pipe 96'
674+58.7 P.C.S.
675
Install 6 Sight Posts
600' Spiral
S 9°
a 0.5
150'
100'
R/W Line
Existing Oregon Coast Highway
+00
Const. Public Road
Conn. - Rt.
+50
Const. Ditch-Lt.-70'
4' Bot. 1½:1 Sl.
Gen'l Exc. 70 C.Y.
Install 18" Pipe-81'
+00 Str. Ex. 20 C.Y.
+00
Const. Public
Rd. Conn.-Rt.
36" Conc. Pipe-226' (Inpl.)
Const. Conc. Connecting Collar (Extra Work)
Install 36" Ex. Str. Pipe 96'
Str. Ex. 50 C.Y.
+20
STA. 675+00
END OF PROJECT BF-110(7)
STA. 676+50
S. END OF CONTRACT
Sta. 666+00
Posts
Install 6 Sight Posts
-3.98
91.45
400' V.C.
+50
Ex. 1,503
Em. 1,367
Ex. 2,351
Em. 2,138
Ex. 6,368
S.O.H. 14,600 Yd. Sta.
Ex. 18,393
Em. 12,176
Ex. 160
Em. 418
220
200
180
160
140
120
100
80
60
LOCATION "B"
665
670
675


T. 9 S. R. 11 W., W.M
+65 Install 18" Pipe-108'
+20 Install 30" Pipe-192'
+50 Install 18" Pipe-87'
R/W Line
650
655
660
150'
100'
Install 4 Sight Posts
Install 6 Sight Posts
Install 17 Sight Posts
Miner
Creek
657+48.64 P.C.S.
663+48.64 P.T.
S.3
Sec. 32
600' Spiral
S 9°
a 0.5
3° C.R.
Ta 95°28'
Ts 2409.76
Install 4 Sight Posts
-.500
+65 Install 18" Pipe-108' Str. Ex. 15 C.Y.
+20 Install 30" Pipe-192' Str. Ex. 50 C.Y.
600' V.C.
+00 185.00
Install 6 Sight Posts
+50 Install 18" Pipe-87' Str. Ex. 90 C.Y.
Sta. 656+00 to Sta. 666+00
Install 17 Sight Posts
Ex. 6,427
Em. 5,844
Ex. 5,679
Em. 5,162
Em. 8,658
Ex. 9,524
Ex. 8,249
Em. 7,498
Ex. 1,503
Em. 1,367
Em. 5,790
LOCATION "B
647
650
655
660

ues thru span
ridge without
e footings of
sting bridge -

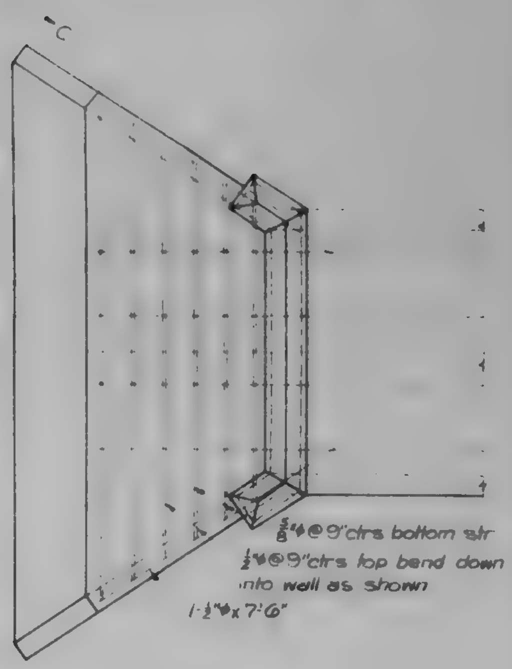
GENERAL NOTES

All concrete shall be class A mix and shall attain a breaking strength of 3300 psi at the end of 28 days.

All reinforcing steel shall be intermediate grade deformed bars (fs:20000 psi) conforming to ASTM spec A305-49 and shall be placed 1½" clear of nearest face of concrete unless otherwise noted or shown. All bar splices shall be 20 dia unless otherwise noted or shown.

All material and workmanship shall conform to the specifications of the Oregon State Highway Commission

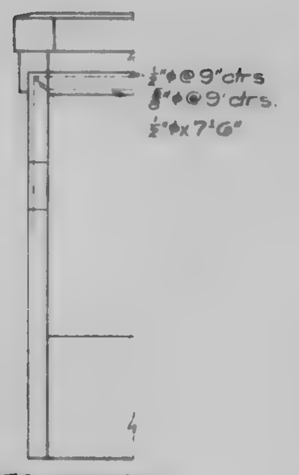
Note:
Inlet wings & apron as on Dwg. Nº 9656 except top of barrel extended as shown


C
C
⅝"φ@9"ctrs bottom str
½"φ@9"ctrs top bend down into wall as shown
1-½"φx7'6"

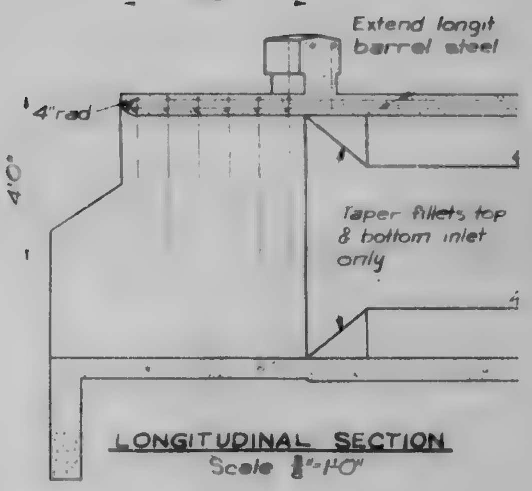
PLAN
Scale ⅛"=1'0"

3'0"
2.5%
3.75%
PT Elev 29.62

NOTE
THE SCALE OF THIS PRINT IS ½ THAT OF THE ORIGINAL DRW'G
FOR EXAMPLE:
INDICATED SCALE ¾"=1'-0" SHOULD BE READ ⅜"=1'-0".
INDICATED SCALE 1"=10'-0" SHOULD BE READ 1"=20'-0"


½"φ@9"ctrs
⅝"φ@9"ctrs.
½"φx7'6"

SECTION C-C
Scale ⅛"=1'0"


4'6"
Extend longit barrel steel
4"rad
4'0"
Taper fillets top & bottom inlet only

LONGITUDINAL SECTION
Scale ⅛"=1'0"

SPECIAL INLET DETAILS

ear bar
of wall

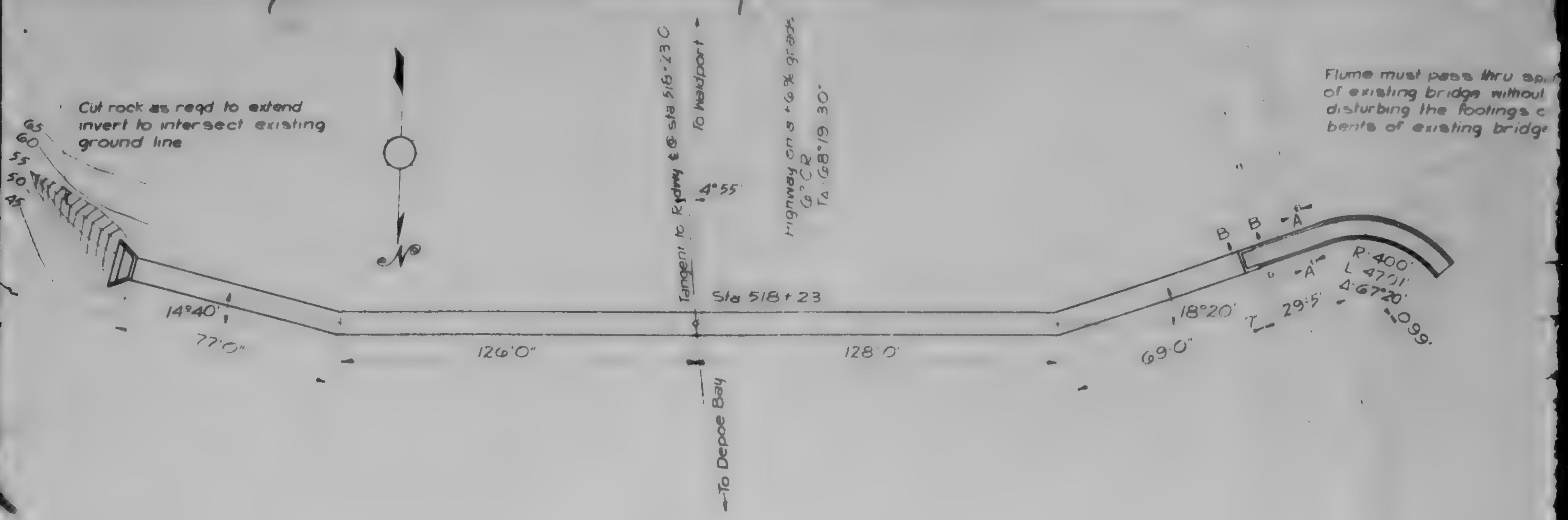
TAIL

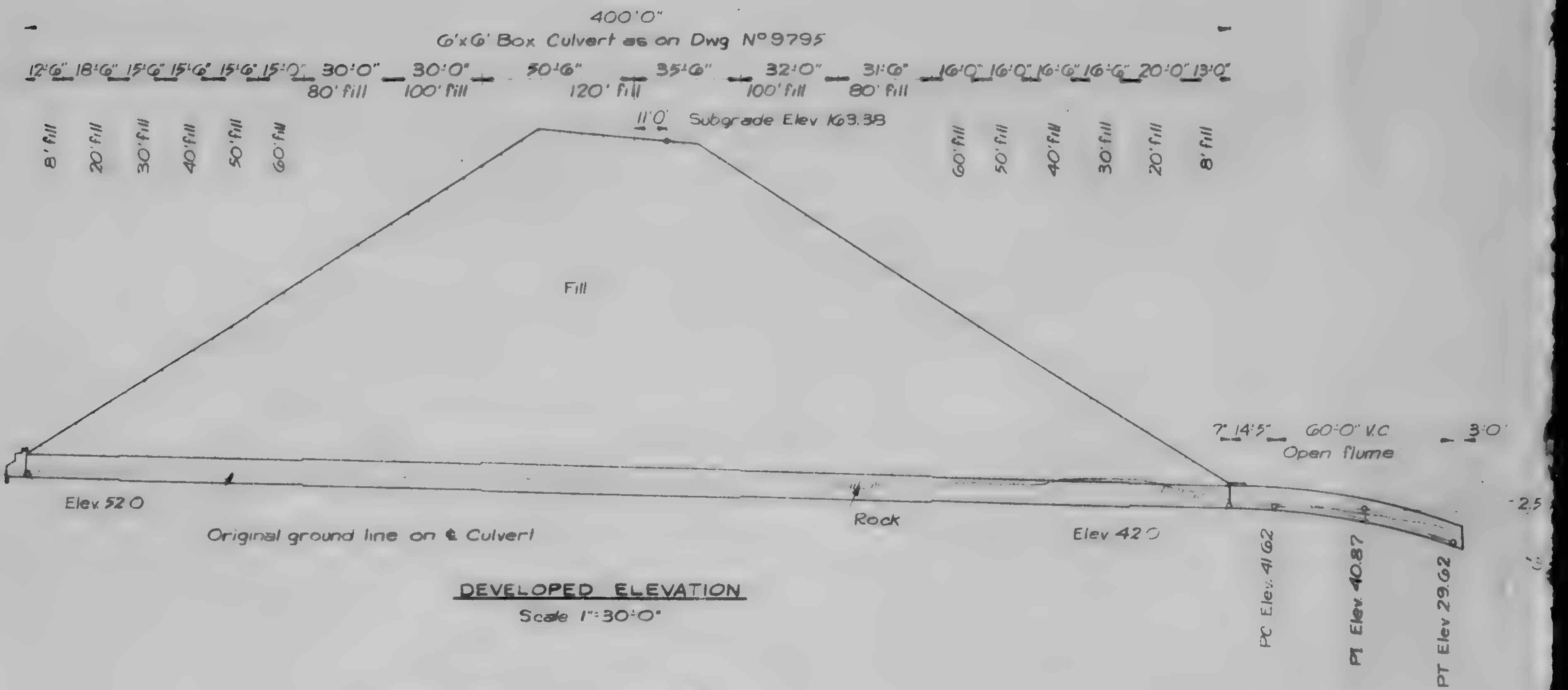
ars are used

APPROVED:
G S Paxson
BRIDGE ENGINEER

OREGON
STATE HIGHWAY COMMISSION
ROCKY CREEK CULVERT
SILETZ BAY-MINER CREEK SECTION
OREGON COAST HIGHWAY, LINCOLN COUNTY
GENERAL DETAILS

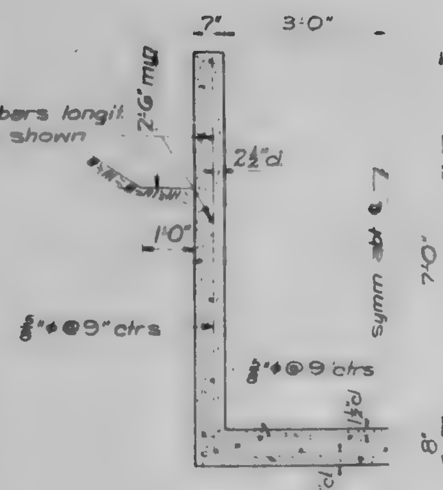
SCALE AS NOTED	DRAWN BY T.G.T.	SHEET 1 OF 3
AUG. 1, 1952	TRACED BY W.D.G.	BRIDGE NO. 6900
CALC. BK. NO. 301	CHECKED BY	DRAWING NO. 10483
ACCOMP. BY DWGS. NO. 9656 & 9795		


Cut rock as reqd to extend invert to intersect existing ground line
65
60
55
50
45
N
Tangent to Rdwy ℄ @ Sta 518+23.0
To Waldport
4°55'
Highway on a +6% grade
6° CR
Ta 68'19 30"
Flume must pass thru span of existing bridge without disturbing the footings of bents of existing bridge
B
B
A
A
R 400'
L 47.01'
Δ 67°20'
Sta 518+23
14°40'
77'0"
126'0"
128'0"
18°20'
69'0"
29.5'
60.0'
To Depoe Bay


400'0"
6'x6' Box Culvert as on Dwg Nº 9795
12'6" 18'6" 15'6" 15'6" 15'6" 15'0" 30'0" 30'0" 50'6" 35'6" 32'0" 31'6" 16'0" 16'0" 16'6" 16'6" 20'0" 13'0"
80' fill
100' fill
120' fill
100' fill
80' fill
8' fill
20' fill
30' fill
40' fill
50' fill
60' fill
60' fill
50' fill
40' fill
30' fill
20' fill
8' fill
11'0"
Subgrade Elev 169.38
Fill
7' 14.5'
60'0" V.C.
3'0"
Open flume
Elev 52.0
Rock
Elev 42.0
Original ground line on ℄ Culvert
PC Elev 41.62
PT Elev 40.87
PT Elev 29.62

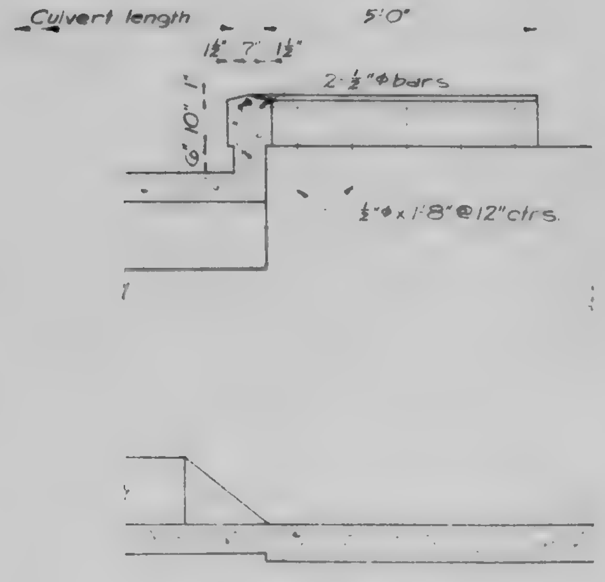
DEVELOPED ELEVATION

Scale 1"=30'0"


7"
3'0"
2'6" min
½"⌀ bars longit as shown
2½"d
1'0"
⅝"⌀ @ 9" ctrs
⅝"⌀ @ 9" ctrs
symm abt ℄
7'0"
1½"d
8"
3"d

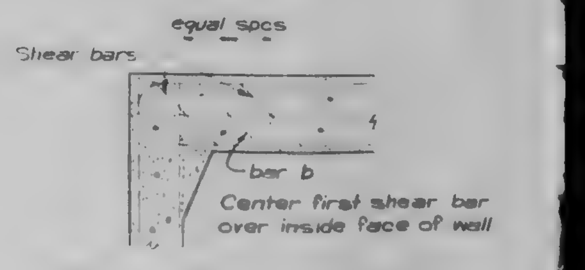
SECTION A-A

Scale ½"=1'0"


Culvert length
5'0"
1½" 7" 1½"
2-½"⌀ bars
1"
6" 10"
½"⌀ x 1'8" @ 12" ctrs.

SECTION B-B

Scale ½"=1'0"

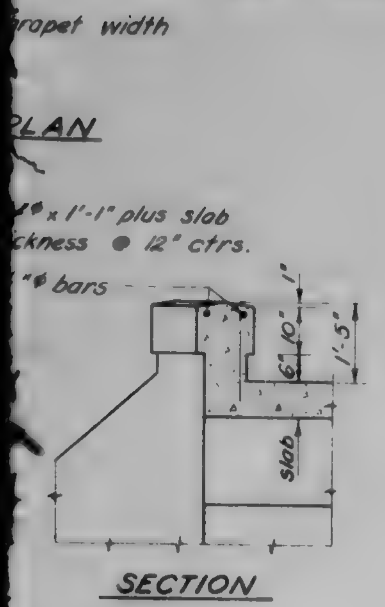

equal spcs
Shear bars
bar b
Center first shear bar over inside face of wall

SPECIAL SHEAR BAR DETAIL

No scale

For fill heights where 8 shear bars are used

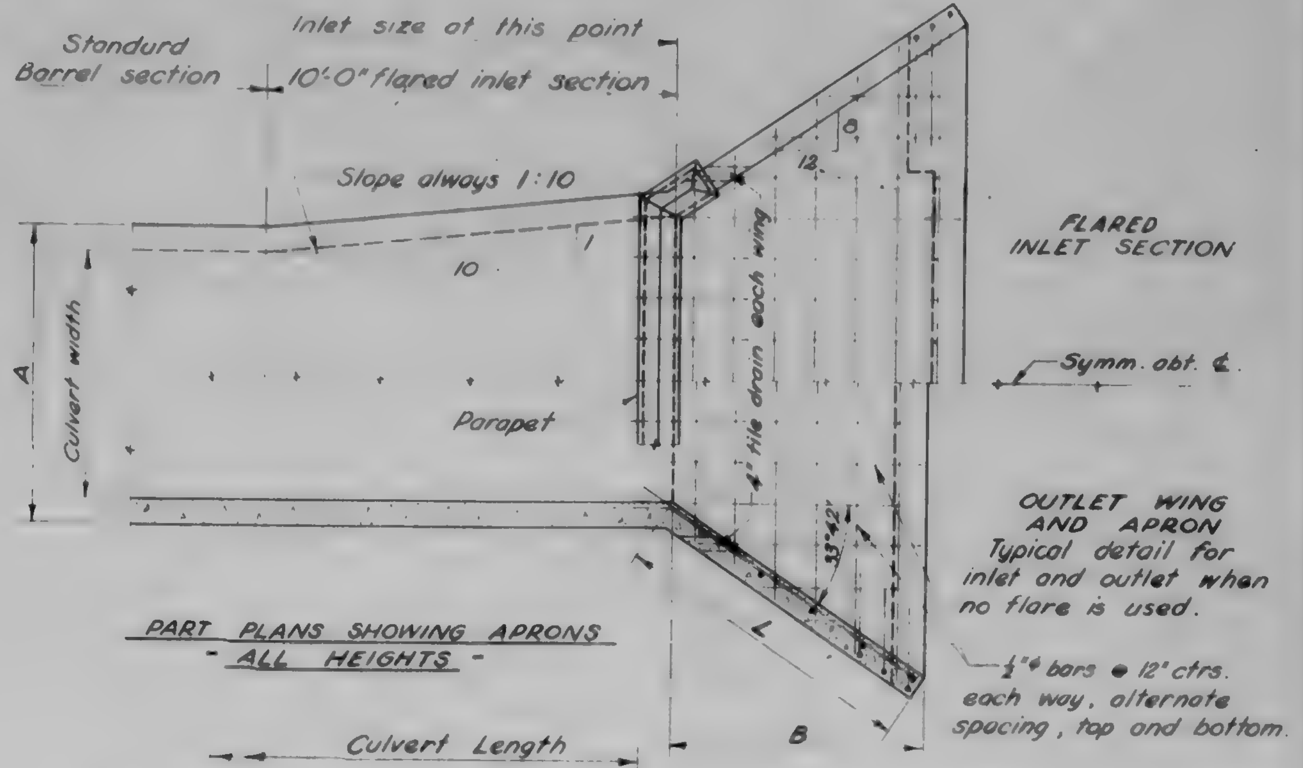
NOTE
THE SCALE OF THIS PRINT IS ½ THAT OF THE ORIGINAL DRW'G.
FOR EXAMPLE:
INDICATED SCALE ¾" = 1'-0"
SHOULD BE READ ⅜" = 1'-0".
INDICATED SCALE 1" = 10'-0"
SHOULD BE READ 1" = 20'-0"


rapet width
PLAN
"ϕ x 1'-1" plus slab
ckness ● 12" ctrs.
"ϕ bars
1"
10"
6"
1'-5"
slab

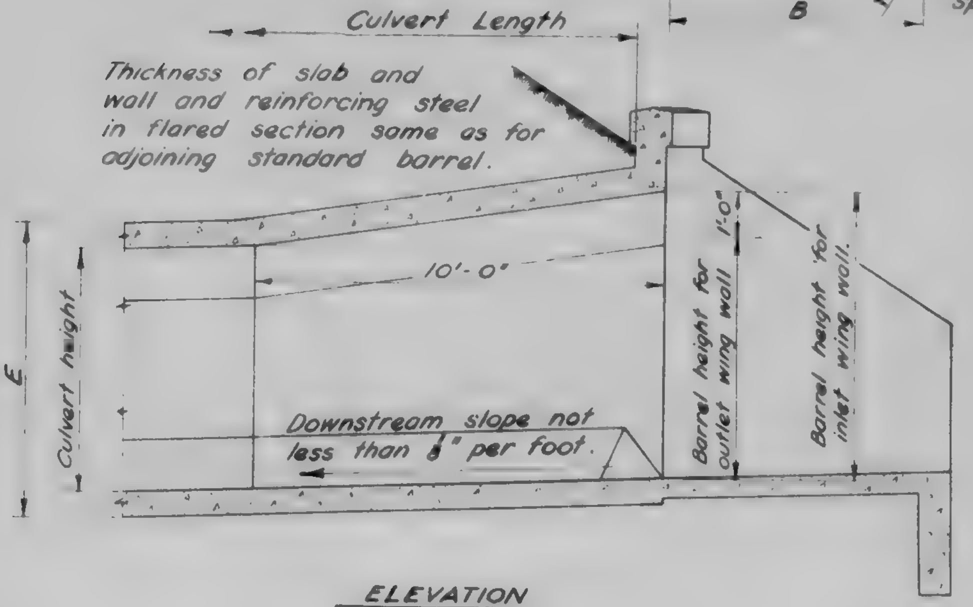
SECTION

DETAILS
- 1'-0"

ENLARGED INLET SECTION


Standard Barrel section
Inlet size at this point
10'-0" flared inlet section
Slope always 1:10
1
10
A
Culvert width
Parapet
4" tile drain each wing
12
6
FLARED INLET SECTION
Symm. abt. ℄
33°42'
L
B
OUTLET WING AND APRON
Typical detail for inlet and outlet when no flare is used.
½"ϕ bars ● 12" ctrs. each way, alternate spacing, top and bottom.

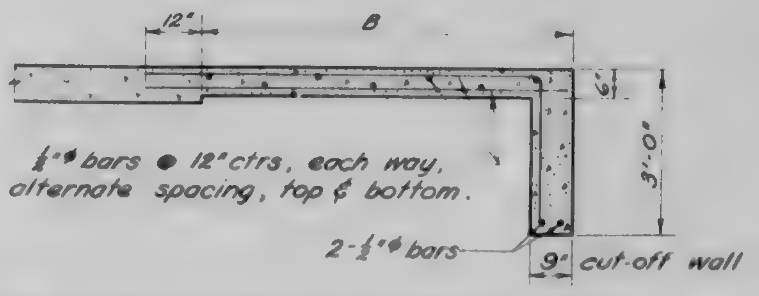
PART PLANS SHOWING APRONS - ALL HEIGHTS -


Culvert Length
Thickness of slab and wall and reinforcing steel in flared section same as for adjoining standard barrel.
E
Culvert height
10'-0"
1'-0"
Barrel height for outlet wing wall
Barrel height for inlet wing wall.
Downstream slope not less than ⅛" per foot.

ELEVATION

WING WALL MATERIALS		
Size	Reinf. Steel	Concrete
3 x 3	163 #	1.9 c.y.
4 x 4	226	2.6
5 x 5	314	3.6
6 x 6	380	4.5
7 x 7	480	6.2
8 x 8	646	8.0
9 x 9	754	9.5
10 x 10	963	11.5
11 x 11	1133	14.2
12 x 12	1366	16.4

Quantities include 2 wings, apron, parapet, and 9" barrel section under parapet; based on single barrel culverts at 0 fill.


12"
B
6"
3'-0"
½"ϕ bars ● 12" ctrs, each way, alternate spacing, top & bottom.
2-½"ϕ bars
9"
cut-off wall

SECTION THRU APRON & CUT-OFF WALL

GENERAL NOTES:
All concrete shall be class 'A', f'c = 3300 #/□".
All reinforcing steel intermediate grade deformed bars placed 1½" clear of nearest face of concrete unless shown otherwise, fs = 20,000 #/□".
Culvert walls and wing walls poured monolithic.
Flare inlet section as designated on plans or specifications.
All reinforcing steel to conform to ASTM Specifications A 305-49.

ng Bars	
ing from end of barrel	Bars ④
● 18.	2 - ⅝ϕ
● 14 ; 4 ● 18.	3 - ⅝ϕ
● 12 ; 4 ● 18.	2 - ¾ϕ
2 ● 11 ; 5 ● 18.	3 - ¾ϕ
● 11 ; 4 ● 18.	3 - ¾ϕ
3 ● 8 ; 3 ● 12 ; 4 ● 18.	4 - ¾ϕ

Approved :

Bridge Engineer

Revised : Feb. 2, 1951 EHS

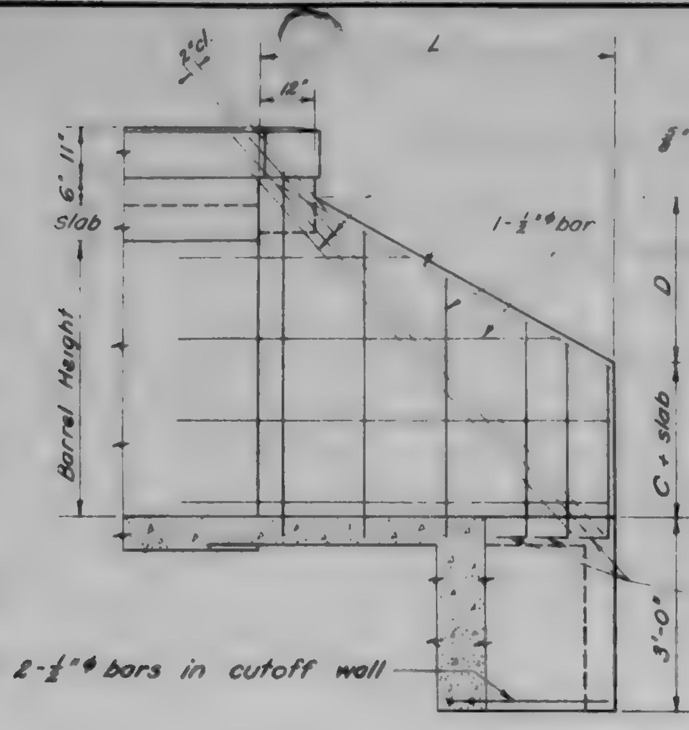
OREGON
STATE HIGHWAY COMMISSION

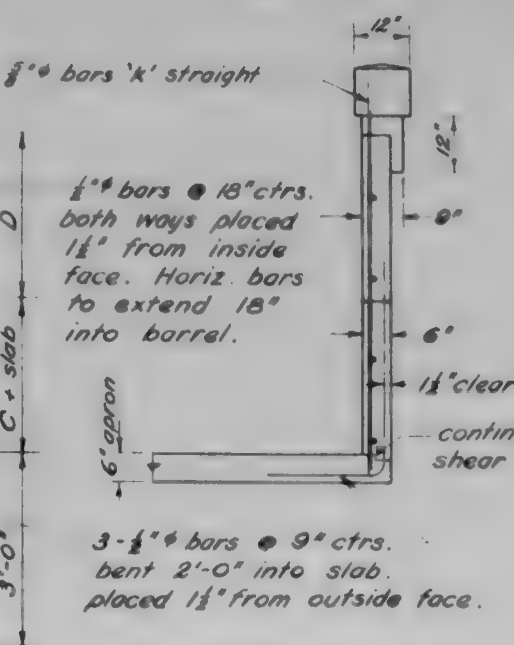
STANDARD CULVERT WINGS
- ALL SIZES -

SCALE NOTED
AUGUST 7, 1950

DRAWN BY E.H.S.

SHEET 1 OF 1
DRAWING NO. 9656


2"cl.
12"
L
6" 11"
slab
1-½"φ bar
D
Barrel Height
C + slab
3'-0"
2-½"φ bars in cutoff wall


12"
⅝"φ bars 'k' straight
12"
½"φ bars @ 18" ctrs. both ways placed 1½" from inside face. Horiz. bars to extend 18" into barrel.
8"
6"
1½"clear
6" apron
continuous 2"x4" shear key
3-½"φ bars @ 9" ctrs. bent 2'-0" into slab. placed 1½" from outside face.

ELEVATION

END VIEW

WING WALL FOR 3'-0" TO 6'-0" HIGH CULVERTS

Scale ¼" = 1'-0"

Barrel Hgt. Ft & Ins.	Length L Ft & Ins.	Length B Ft & Ins.	Length C Ft & Ins.	Length D Ft. & Ins.	Bars 'k' No.
3'-0"	4-0	3-3 15/16	1-6	1-8	2
4'-0"	5-0	4-1 15/16	2-0	2-2	2
5'-0"	6-6	5-4 7/8	2-2	3-0	3
6'-0"	7-6	6-2 7/8	2-7	3-7	3

N

THE SCALE

½ THAT OF T

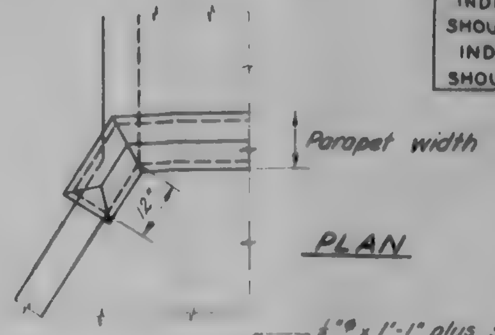
FOR EXAMP

INDICATED

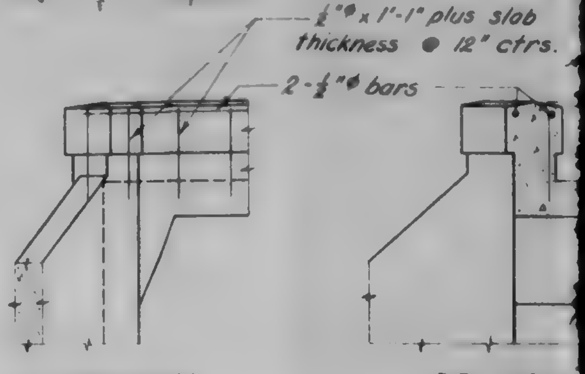
SHOULD BE R

INDICATED

SHOULD BE R


Parapet width
12"

PLAN

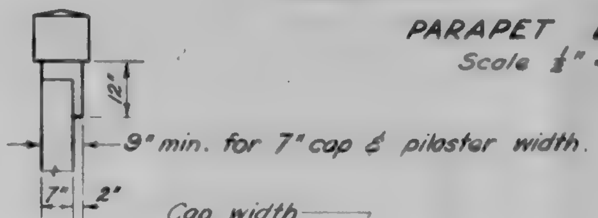

½"φ x 1'-1" plus slab thickness @ 12" ctrs.
2-½"φ bars

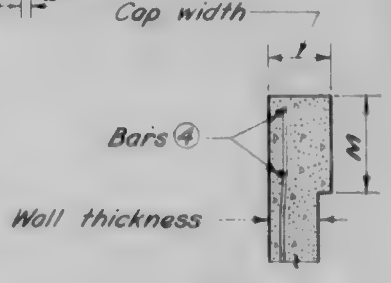
ELEVATION

SECTION

PARAPET DETAILS

Scale ½" = 1'-0"


12"
9" min. for 7" cap & pilaster width.
7"
2"


Cap width
Bars ④
M
Wall thickness

SECTION A-A

WING WAL	
Size	Ke
3 x 3	
4 x 4	
5 x 5	
6 x 6	
7 x 7	
8 x 8	
9 x 9	
10 x 10	
11 x 11	
12 x 12	

Quantities

apron, parap

section unde

on single ba

O fill.

GENERAL N

All concrete

All reinforcin

bars placed

concrete unl

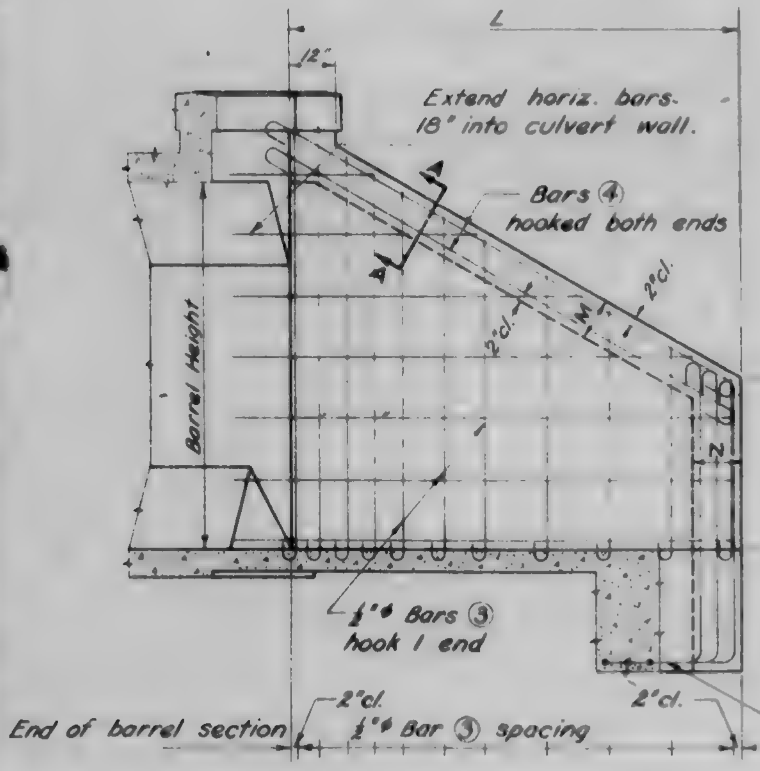
Culvert walls

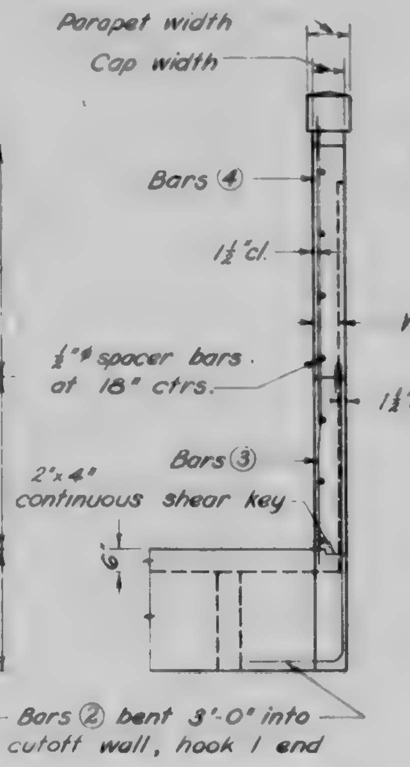
Flare inlet

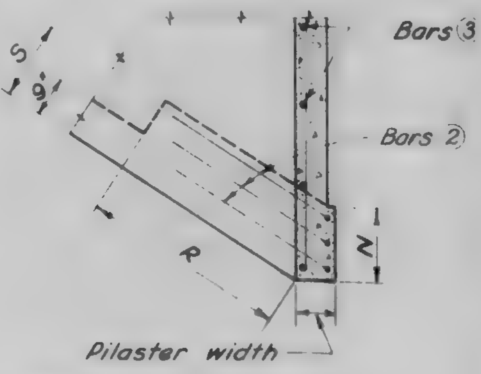
or specifica

All reinforci

Specifications


L
12"
Extend horiz. bars 18" into culvert wall.
A
A
Bars ④ hooked both ends
2"cl.
M
2"cl.
Barrel Height
D
C + slab
3'-0"
½"φ Bars ③ hook 1 end
2"cl.
End of barrel section
2"cl.
½"φ Bar ③ spacing


Parapet width
Cap width
Bars ④
1½"cl.
Wall thickness
½"φ spacer bars at 18" ctrs.
1½"cl.
Bars ③
2"x4" continuous shear key
6"
Bars ② bent 3'-0" into cutoff wall, hook 1 end


S
9"
Bars ③
Bars ②
R
N
Pilaster width

ELEVATION

END VIEW

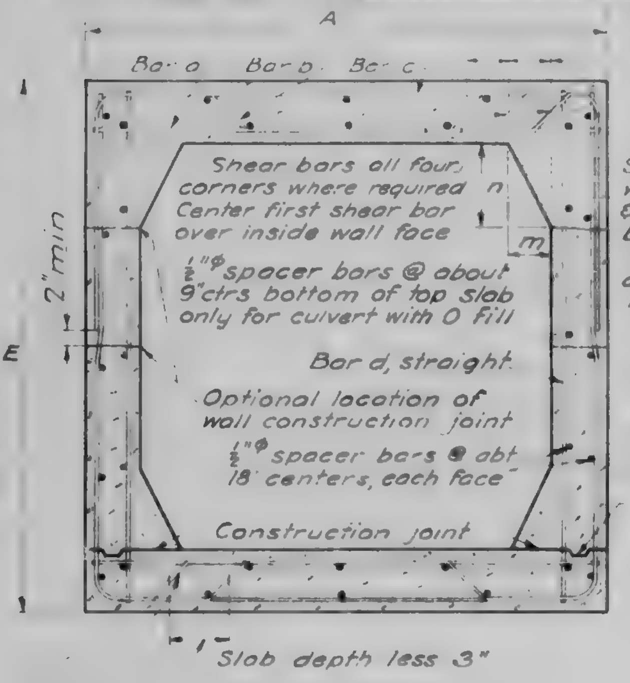
DETAIL AT CUTOFF WALL

WING WALL FOR 7'-0" TO 12'-0" HIGH CULVERTS

Scale ⅜" = 1'-0"

Barrel Hgt.	Length L	Length B	Length C	Length D	Wall	Cap	Pilaster	Cap & Pilaster	Parapet	Cut-off Wall		Reinforcing	Bars
Ft & Ins	Ft & Ins.	Ft & Ins	Ft & Ins.	Ft. & Ins	Thickness	M	N	Width	Width	R	S	Bars ②	½"φ Bars ③ Spacing from end of barrel
7'-0"	8-6	7-0 7/8	3-0	4-2	7"	0-9	0-10	7"	12"	3-3	1-0	2 - 5/8φ	2"; 2 ● 13 ; 4 ● 18.
8'-0"	10-0	8-3 13/16	3-2	5-0	7"	1-4	1-4	7"	12"	3-7	1-5	3 - 5/8φ	2"; 2 ● 8 ; 2 ● 14 ; 4 ● 18.
9'-0"	11-0	9-1 5/16	3-7	5-7	7"	1-0	1-2	9"	12"	3-5	1-4	3 - 5/8φ	2", 4 ● 8 ; 2 ● 12 ; 4 ● 18.
10'-0"	12-0	9-11 13/16	4-0	6-2	7"	1-6	1-6	9"	12"	3-6	1-9	3 - 3/4φ	2", 4 ● 7; 2 ● 11 ; 5 ● 18.
11'-0"	13-0	10-9 3/4	4-6	6-8	8"	1-2	1-2	12"	15"	3-2	1-5	3 - 3/4φ	2"; 6 ● 6 , 4 ● 11 , 4 ● 18
12'-0"	14-0	11-7 3/4	4-11	7-3	8"	1-7	1-6	12"	15"	3-4½	1-8	3 - 7/8φ	2": 2●4; 4●6; 3●8; 3●12; 4●18.

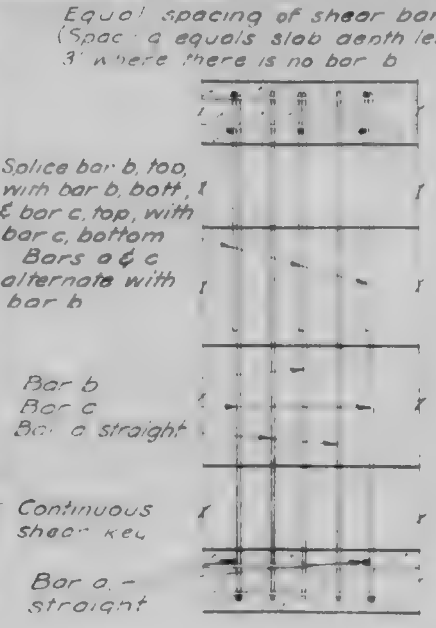
SIZE Ft		FILL Ft	QUANTITY Per Lin Ft		DIMENSIONS Ft & Ins			Ins	REINFORCING BARS																							
									a			b							c						b.c	a			Long	Shear			
														TOP		BOTT					TOP		BOTT										
WIDTH	HGT		CONC Cu Yd	STEEL lbs	A	E	S-AB	WALL	SIZE	SPC	LGTH	SIZE	SPC	LGT	g	LGT	g	k	SIZE	SPC	LGT	g	LGT	g	f	SIZE	SPC	LGTH	NO	SIZE	SPC	NO	LGTH
6	4	0	489	[illegible]	7-0	5 2	7	6	5/8	6	6 9								5/8	6	8-7	1-1	16 3	[illegible]	6-9	3/8	9	4	35				
		2	53.	92 89	7-0	5 4	8	6	5/8	[illegible]	6 9	5/8	11	[illegible]	1 6	7	5 1	13	3/8	[illegible]	8-7	1	16 7	5-1	6 9	3/8	9	[illegible]	32				
		10	445	64 78	7-0	5 0	6	6	1/2	14	6 [illegible]	5/8	14	9 8	6	6	4 9	13	3/8	4	8 7	1	15 [illegible]	4-9	6 [illegible]	3/8	9	[illegible] 3	32				
		20	542	94 97	7 2	5 3	7½	7	3/4	[illegible]	6 [illegible]	[illegible]	11½	9 5	3	6	5 0	14	5/8	[illegible] 2	9-7	1 6	16 7	5-0	6 [illegible]	3/8	9	5-0	32				
		30	625	106 90	7-3	5-6	9	7[illegible]	3/4	[illegible]	[illegible]	5/8	10½	10-1	1-6	17 7	5 3	14	1/2	10½	9 2	1 3	17 2	5-3	7-0	3/8	9	5 3	32	3/8	12	4	2
6	6	0	571	83 40	7 0	7-2	7	6	3/4	9	6 9								1/2	10	8-11	1-3	20 3	6-[illegible]	6 9	3/8	9	6-11	39				
		2	571	83 17	7 0	7-2	7	6	3/4	15	6 3	5/8	15	9-3	6	20 7	6 11	14	3/8	15	8-7	1-1	20 3	6-[illegible]	6-9	3/8	7	6-[illegible]	36				
		8	550	83 37	7 0	7-1	6½	6	1/2	11	6 9	1/2	11	9 2	1-3	20 4	6 0	14	1/2	11	8-11	1-3	20 1	6-0	6 9	3/8	9	6 0	36				
		15	570	90 56	7 1	7-1	6½	[illegible]½	5/8	16	6 0	3/4	16	10 1	-8	20 5	6 0	14	1/2	16	9 0	1 3	20 2	6-0	6 10	3/8	9	6 0	36				
		20	637	105 13	7 2	7-3	7½	7	5/8	15	6 [illegible]	3/4	15	10 3	1-8	20 10	7 0	14	5/8	15	9-7	1-6	20 7	7-0	6-11	3/8	9	7 0	36				
		25	682	117 10	7 3	7-4	8	7½	7/8	15	7-0	5/8	15	10-0	1-6	2[illegible] 2	7-[illegible]	14	3/4	15	10-0	1 8	20 [illegible]	7-1	7-0	3/8	9	7-1	36				
		30	750	124 56	7 4	7-6	9	8	7/8	16	7-[illegible]	3/4	16	10 6	1 8	2[illegible] 8	7 3	14	3/4	16	10-1	1 8	2[illegible] 3	7-3	7-1	3/8	9	7-3	36				
		40	819	140 45	7 5	7-8	10	8½	7/8	13	7 2	3/4	13	10-8	1-8	22 2	7 5	13	5/8	13	9-10	1-6	2[illegible] 8	7-5	7-2	3/8	9	7-5	36	3/8	6½	4	2 2
		50	913	153 42	7-7	7-10	11	9½	3/4	14	7 4	1□	14	[illegible]-9	2-1	22 8	7-7	13	1/2	14	9-6	1-3	22 2	7-7	7-4	3/8	9	7-7	36	3/8	7	4	2-4
		60	984	192.54	7-8	8-0	12	10	1	13	7 5	7/8	13	11-7	1-11	23 3	7-9	13	3/4	13	10-5	1-8	22 7	7-9	7-5	3/8	9	7-9	36	3/8	6½	8	2-5
		80	1.057	239.50	7-9	8-2	13	10½	1	13	7-6	1□	13	12-0	2-1	23 8	7-11	13	5/8	13	10-2	1-6	23 0	7-11	7-6	3/8	9	7-11	36	1/2	6½	8	2-10
		100	1.180	246.47	7-10	8-6	15	11	1	13	7-7	1□	13	12-3	2-1	24 7	8-3	13	5/8	13	10-3	1-6	23 9	8-3	7 7	3/8	9	8-3	36	1/2	6½	8	3-1
		120	1.330	253 37	8-0	8-10	17	12	1	13	7-9	1□	13	12-7	2-1	25 7	8-7	13	5/8	13	10-5	1-6	24 7	8-7	7-9	3/8	9	8-7	36	1/2	6½	8	3-4
6	7	0	617	[illegible]00 72	7 0	8 2	7	6	5/8	6½	6-9								1/2	8	8-11	1-3	22 3	7-11	6-9	1/2	9	7-[illegible]	44				
		10	574	99 16	7 0	8 0	6	6	3/8	12	6-9	1/2	12	9 2	1 3	22 [illegible]	7 9	7	5/8	12	9-5	1-6	2[illegible] 11	7-9	6-9	1/2	9	7-9	40				
		20	690	120 51	7 2	8 3	7½	7	3/8	11	6-[illegible]	5/8	11	9-1	1-6	22 10	8 0	6	5/8	11	9-7	1-6	22-7	8 0	6-11	1/2	9	8 0	40				
		30	734	155.31	7 2	8 5	8½	7	5/8	11	6-[illegible]	5/8	11	10-0	1-6	23 4	8 2	5	3/4	11	9-11	1-8	22-11	8-2	6-11	1/2	9	8-2	40	3/8	11	8	2-0
		40	778	163.00	7 2	8 7	9½	7	1/2	10	6-11	3/4	10	10-5	1-8	23 8	8 4	4	5/8	10	9-7	1-6	23 3	8-4	6-11	1/2	9	8 4	40	3/8	10	8	2 2
		50	800	182.35	7-2	8-8	10	7	3/4	11	6-[illegible]	3/4	11	10-5	1-8	23-11	8-5	3	3/4	11	9-11	1 8	23 5	8-5	6-11	1/2	9	8-5	40	3/8	11	8	2-2
6	9	0	688	117.39	7 0	10-1	6½	6	5/8	6½	6-9								1/2	6½	8-11	1 3	26 1	9-10	6-9	1/2	9	9-0	46				
		10	698	122 62	7 0	10-1	6½	6	3/8	[illegible]	6-9								5/8	6½	9-5	1 6	26-1	9-10	6-9	1/2	9	9-10	42				
		20	839	[illegible]53 12	7 2	10-5	8½	7	3/8	5	6-[illegible]								5/8	5	9-7	1-6	26-11	10-2	6-11	5/8	12	10-2	42				
		30	949	[illegible]84 04	7 4	10-7	9½	8	1/2	6½	7-[illegible]								3/4	6	10-[illegible]	1-8	27 5	10-4	7-1	5/8	10	10 4	42				
		40	994	232 91	7 4	10-9	10½	8	1/2	5	7-1								3/4	5	10-1	1 8	27 9	10-6	7-1	5/8	9	10-6	42	1/2	10	8	2-7
		50	1039	244.21	7-4	[illegible]0-11	[illegible]½	8	5/8	6½	7-1								3/4	5	10-1	1 8	28-1	10-8	7-1	5/8	7	10-8	42	1/2	13	8	2-8



A
Bar a
Bar b
Bar c
Shear bars all four corners where required Center first shear bar over inside wall face
n
m
½"φ spacer bars @ about 9" ctrs bottom of top slab only for culvert with 0 Fill
Bar d, straight
Optional location of wall construction joint
½"φ spacer bars @ abt 18" centers, each face
Construction joint
2" min
E
Slab depth less 3"

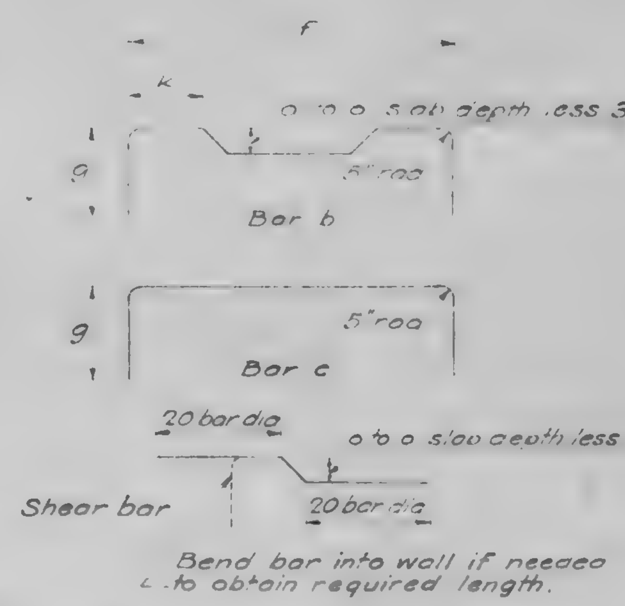
Single shear bar all four corners where required. Center over inside wall face where there is no bar b.

TYPICAL SECTION



Equal spacing of shear bars (Spac. a equals slab depth less 3" where there is no bar b
Splice bar b, top, with bar b, bott, & bar c, top, with bar c, bottom
Bars a & c alternate with bar b
Bar b
Bar c
Bar a straight
Continuous shear key
Bar a. - straight

LONGIT SECTION



f
k
o to o slab depth less 3"
5" rad
g
Bar b
g
5" rad
Bar c
20 bar dia
o to o slab depth less 3"
Shear bar
20 bar dia

Bend bar into wall if needed to obtain required length.

REINFORCING BARS

FILLETS

Note: Taper fillets to 0 at ends of barrel on bottom slab only. Taper 18" long

Inside Box Height	m	n
2'-0"	0'-4"	0'-4"
3'-0"	0'-6"	1'-0"
4'-0"	0'-6"	1'-0"
5'-0"	0'-6"	1'-0"
6'-0"	0'-6"	1'-3"
7'-0"	0'-6"	1'-6"
8'-0"	0'-6"	1'-9"
9'-0"	0'-6"	2'-0"

GENERAL NOTES

All concrete shall be class "A" mix and shall attain a breaking strength of 3300 #/sq in at the end of 28 days.
All exposed corners shall have ¾" bevel.
All reinforcing steel shall be intermediate grade, fs = 20,000 #/sq. in, shall conform to ASTM Specifications A 305-49, and shall be placed 1½" clear from nearest face of concrete unless noted or shown otherwise.
Barrel shall be built with a downstream slope of not less than ⅛" per foot of length.
All materials and workmanship shall conform to the specifications for bridges of the OREGON STATE HIGHWAY COMMISSION.

Note: All bars are round unless shown otherwise

Approved
Bridge Engineer

OREGON
STATE HIGHWAY COMMISSION

STANDARD BOX CULVERTS
2' X 2' TO 6' X 9'

JANUARY 23, 1951 | DRAWN BY E.H.S. | SHEET 1 OF 1
CALC. BK. NO. 222 | TRACED BY E.H.W. | DRAWING NO. 9795

Revised July 30, 1952 ~ 6x6-60' to 120' fills

SIZE Ft		FILL Ft	QUANTITY Per Lin Ft		DIMENSIONS Ft & Ins		Ins		REINFORCING BARS																								
														b TOP		BOTT					c TOP		BOTT		b c	d			Long	Shear			
WIDTH	HGT		CONC Cu Yd	STEEL Lbs	A	E	SLAB	WALL	SIZE	SPC	LGTH	SIZE	SPC	LGT		LGT	g	K	SIZE	SPC	LGT	g	LGT	g	f	SIZE	SPC	LGTH	NO	SIZE	SPC	NO	LGTH
2	2	0	193	2578	3-0	3-0	6	6	3/8	6	2-9								3/8	[illegible]	4-7	1-1	7-11	2-9	2-9	3/8	10	2-9	19				
		25	193	2539	3-0	3-0	6	6	3/8	7	2-9	3/8	11	4-10	1	8	[illegible]		3/8	7	4-7	1-1	7-11	2-9	2-9	3/8	10	2-9	22				
		50	193	3267	3-0	3-0	6	6	3/8	9	2-9	3/8	9	4-10	1	8	2-9		3/8	9	4-7	1-1	7-11	2-9	2-9	3/8	10	2-9	22				
		75	193	4101	3-0	3-0	6	6	1/2	10	2-9	1/2	10	5-2	3	8	2-9	1	3/8	10	4-7	1-1	7-11	2-9	2-9	3/8	10	2-9	22	3/8	10	4	1-9
2	3	0	259	3026	3-0	4-0	6	6	3/8	5	2-9								3/8	10	4-7	1-1	9-11	3-9	2-9	3/8	10	3-9	23				
		25	259	4008	3-0	4-0	6	6	3/8	10	2-9								3/8	8	4-7	1-1	9-1	3-9	2-9	3/8	10	3-9	24				
		50	259	3700	3-0	4-0	6	6	3/8	12	2-9	3/8	12	4-10	1	10-1	3-9	8	1/2	12	4-11	3	9-11	3-9	2-9	3/8	10	3-9	24				
		75	259	45.84	3-0	4-0	6	6	1/2	8	2-9	3/8	8	4-0	1	10-1	3-9	8	3/8	8	4-7	1-1	9-11	3-9	2-9	3/8	9	3-9	24	3/8	8	4	1-9
3	2	0	230	3407	4-0	3-0	6	6	1/2	6	3-9								3/8	9	5-7	1-1	8-11	2-9	3-9	3/8	9	2-9	21				
3	3	0	296	4009	4-0	4-0	6	6	1/2	6	3-9								3/8	9	5-7	1-1	10-11	3-9	3-9	3/8	9	3-9	27				
		25	296	3868	4-0	4-0	6	6	1/2	13	3-9	3/8	13	5-0	1	11-1	3-9	9	3/8	13	5-7	1-1	10-1	3-9	3-9	3/8	9	3-9	28				
		50	309	5820	4-0	4-1	6½	6	1/2	11	3-9	5/8	11	6-8	6	11-4	3-10	9	3/8	11	5-7	1-1	11-1	3-10	3-9	3/8	9	3-10	28	3/8	11	4	1-9
		60	346	6467	4-1	4-3	7½	6½	5/8	12	3-10	5/8	12	6-10	1-6	11-9	4-0	9	1/2	12	6-0	1-3	11-6	4-0	3-10	3/8	9	4-0	28	3/8	12	4	1-11
		75	372	6939	4-2	4-4	8	7	5/8	9	3-11	1/2	9	6-5	3	12-[illegible]	4-[illegible]	9	1/2	9	6-1	3	11-9	4-1	3-11	3/8	9	4-1	28	3/8	9	4	1-11
		100	412	8683	4-3	4-6	9	7½	3/4	11	4-0	5/8	11	7-1	6	12-6	4-3	9	5/8	11	6-8	1-6	12-2	4-3	4-0	3/8	9	4-3	28	1/2	11	4	2-5
3	4	0	333	4209	4-0	5-0	6	6	1/2	6	3-9								3/8	9	5-7	1-1	12-11	4-9	3-9	3/8	9	4-9	27				
		25	333	4255	4-0	5-0	6	6	1/2	12	3-9	3/8	12	5-10	1	13-1	4-9	9	3/8	12	5-7	1-1	12-11	4-9	3-9	3/8	9	4-9	28				
		50	361	6839	4-1	5-1	6½	6½	1/2	9	3-10	1/2	9	6-3	3	13-4	4-10	9	1/2	9	6-0	1-3	13-2	4-10	3-10	3/8	9	4-10	28	3/8	9	4	1-9
		60	390	7016	4-2	5-2	7	7	1/2	13	3-11	5/8	13	6-11	6	13-9	4-11	10	5/8	13	6-7	1-6	13-5	4-11	3-11	3/8	9	4-11	28	3/8	13	4	1-10
		75	419	7630	4-3	5-3	7½	7½	1/2	10	4-0	5/8	10	7-0	1-6	13-[illegible]	5-0	10	1/2	10	6-2	1-3	13-8	5-0	4-0	3/8	8	5-0	28	3/8	10	4	1-11
		100	449	9788	4-4	5-4	8	8	5/8	10	4-1	5/8	10	7-1	1-6	14-3	5-[illegible]	11	5/8	10	6-9	1-6	13-11	5-1	4-[illegible]	3/8	5	5	28	1/2	10	4	2-3
3	5	0	370	4677	4-0	6-0	6	6	1/2	6	3-9								3/8	9	5-7	1-1	[illegible]	5-9	3-9	3/8	9	5-9	31				
		10	370	4411	4-0	6-0	6	6	3/8	9	3-9								3/8	7	5-7	1-1	[illegible]	5-9	3-9	3/8	9	5-9	32				
		25	370	6191	4-0	6-0	6	6	1/2	12	3-9	1/2	12	6-2	1-3	15-1	5-9	9	1/2	12	5-11	1-3	[illegible]	5-9	3-9	3/8	7	5-9	32				
4	2	0	267	4636	5-0	3-0	6	6	1/2	4½	3-9								3/8	8	6-7	1-1	9-11	2-9	4-9	3/8	9	2-9	26				
		10	267	3626	5-0	3-0	6	6	3/8	12	4-9	3/8	12	6-10	1-1	10-[illegible]	2-9	10	3/8	12	6-7	1-1	9-11	2-9	4-9	3/8	9	2-9	26				
4	3	0	349	4964	5-0	4-1	6½	6	1/2	5	4-9								3/8	8	6-7	1-1	12-1	3-10	4-9	3/8	9	3-10	30				
		10	333	4144	5-0	4-0	6	6	3/8	12	4-9	3/8	12	6-10	1-1	12-[illegible]	3-9	10	3/8	12	6-7	1-1	11-11	3-9	4-9	3/8	9	3-9	30				
4	4	0	388	5353	5-0	5-1	6½	6	5/8	7	4-9								3/8	9	6-7	1-1	14-1	4-10	4-9	3/8	9	4-10	30				
		2	370	5780	5-0	5-0	6	6	5/8	7	4-9								3/8	[illegible]	6-7	1-1	13-11	4-9	4-9	3/8	8	4-9	30				
		8	370	4503	5-0	5-0	6	6	1/2	13	4-9	3/8	13	6-10		[illegible]	4-9	9	3/8	13	6-7	1-1	13-11	4-9	4-9	3/8	9	4-9	30				
		15	370	4832	5-0	5-0	6	6	3/8	13	4-9	1/2	13	7-2		[illegible]	4-9	9	3/8	[illegible]	6-7	1-1	13-11	4-9	4-9	3/8	9	4-9	30				
		20	310	5562	5-0	5-0	6	6	1/2	11	4-9	1/2	11	7-2	3	[illegible]	4-9	9	3/8	[illegible]	6-7	1-1	13-11	4-9	4-9	3/8	9	4-9	30				
		25	388	5909	5-0	5-1	6½	6	1/2	[illegible]	4-9	5/8	13	7-8	6	14-4	4-0	9	3/8	[illegible]	6-7	1-1	14-1	4-10	4-9	3/8	9	4-10	30				
		30	40[illegible]	6554	5-0	5-2	7	6	5/8	14	4-9	5/8	14	7-9	6	14-7	4-[illegible]	9	1/2	14	6-11	1-3	14-3	4-11	4-9	3/8	9	4-11	30				
		35	417	7277	5-1	5-2	7	6½	5/8	12	4-10	5/8	12	7-10	6	14-8	4-11	9	1/2	12	7-0	1-3	14-4	4-11	4-0	3/8	9	4-11	30				
		40	433	8403	5-1	5-3	7½	6½	3/4	13	4-10	5/8	13	7-10	6	14-9	5-0	9	5/8	13	7-6	1-6	14-6	5-0	4-10	3/8	9	5-0	30	3/8	13	4	1-1[illegible]
		50	481	8774	5-3	5-4	8	7½	5/8	10	5-0	5/8	10	8-0	6	15-2	5-1	10	1/2	10	7-2	1-3	14-10	5-1	5-0	3/8	9	5-1	30	3/8	10	4	1-11
		60	531	8944	5-4	5-6	9	8	5/8	10	5-1	5/8	10	8-1	6	15-7	5-3	10	1/2	10	7-3	1-3	15-3	5-3	5-[illegible]	3/8	9	5-3	30	3/8	10	4	2-[illegible]
		70	547	10250	5-4	5-7	9½	8	7/8	17	5-1	7/8	17	9-[illegible]	1-11	15-10	5-4	10	5/8	17	7-9	1-6	15-5	5-4	5-[illegible]	3/8	9	5-4	30	1/2	8½	4	2-6
4	5	0	407	58.15	5-0	6-0	6	6	5/8	7	4-9								3/8	8	6-7	1-1	15-11	5-9	4-9	3/8	9	5-9	34				
		20	407	58.11	5-0	6-0	6	6	3/8	8	4-9	3/8	8	6-10	1-1	16-1	5-9	12	3/8	8	6-7	1-1	15-11	5-9	4-9	3/8	9	5-9	32				
		30	442	7436	5-1	6-1	6½	6½	1/2	12	4-10	5/8	12	7-9	1-6	16-5	5-10	12	1/2	12	7-0	1-3	16-2	5-10	4-10	3/8	9	5-10	32				
		40	476	9026	5-2	6-2	7	7	3/4	18	4-11	3/4	18	8-3	1-8	16-9	5-11	12	3/4	18	7-11	1-8	16-5	5-11	4-11	3/8	9	5-11	32	3/8	9	4	1-10
		50	547	9899	5-4	6-4	8	8	5/8	11	5-1	5/8	11	8-1	1-6	17-2	6-1	13	5/8	11	7-9	1-6	16-11	6-1	5-1	3/8	9	6-1	32	3/8	11	4	1-11
		60	547	10381	5-4	6-4	8	8	5/8	15	5-1	7/8	15	8-11	1-11	17-2	6-1	13	5/8	15	7-9	1-6	16-11	6-1	5-1	3/8	9	6-1	32	3/8	7½	4	1-11
		70	584	113.13	5-5	6-5	8½	8½	3/4	16	5-2	7/8	16	9-1	1-11	17-7	6-2	13	3/4	16	8-2	1-8	17-2	6-2	5-2	3/8	9	6-2	32	3/8	8	4	2-0
4	6	30	529	9319	5-2	7-2	7	7	1/2	11	4-11	5/8	11	8-0	1-6	18-9	6-11	14	1/2	11	7-1	1-3	18-5	6-11	4-11	3/8	9	6-11	36	3/8	11	8	1-10
		50	606	12033	5-4	7-4	8	8	3/4	12	5-1	5/8	12	8-1	1-6	19-3	7-1	14	5/8	12	7-9	1-6	18-11	7-1	5-1	1/2	6	7-1	36	3/8	12	8	1-11
		60	645	14393	5-5	7-5	8½	8½	5/8	12	5-2	3/4	12	8-7	1-8	19-7	7-2	14	5/8	12	7-10	1-6	19-2	7-2	5-2	5/8	5½	7-2	36	3/8	12	8	2-0
5	3	0	389	6049	6-0	4-1	6½	6	5/8	6½	5-9								3/8	7	7-7	1-1	13-1	3-10	5-9	3/8	8	3-10	31				
		10	370	5715	6-0	4-0	6	6	1/2	11	5-9	1/2	11	8-2	1-3	13-1	3-9	13	3/8	11	7-7	1-1	12-11	3-9	5-9	3/8	7	3-9	30				
5	5	0	463	6849	6-0	6-1	6½	6	5/8	6½	5-9								3/8	6½	7-7	1-1	17-[illegible]	5-10	5-9	3/8	9	5-10	35				
		2	463	7502	6-0	6-1	6½	6	5/8	6½	5-9								1/2	8½	7-11	1-3	17-1	5-10	5-9	3/8	8	5-10	34				
		8	444	6531	6-0	6-0	6	6	1/2	11	5-9	1/2	11	8-2	1-3	17-1	5-9	12	3/8	11	7-7	1-1	16-11	5-9	5-9	3/8	9	5-9	34				
		15	444	7336	6-0	6-0	6	6	1/2	11	5-9	1/2	11	8-2	1-3	17-1	5-9	12	1/2	11	7-11	1-3	16-11	5-9	5-9	3/8	9	5-9	34				
		20	463	8373	6-0	6-1	6½	6	5/8	17	5-9	3/4	17	9-0	1-8	17-4	5-10	12	5/8	17	8-5	1-6	17-1	5-10	5-9	3/8	9	5-10	34				
		25	501	9045	6-1	6-2	7	6½	3/4	12	5-10	1/2	12	8-4	1-3	17-8	5-11	12	5/8	12	8-6	1-6	17-4	5-11	5-10	3/8	9	5-11	34				
		30	539	9763	6-2	6-3	7½	7	5/8	11	5-11	5/8	11	8-11	1-6	17-10	6-0	12	1/2	11	8-1	1-3	17-7	6-0	5-11	3/8	9	6-0	34	3/8	11	8	1-11
		35	577	10559	6-3	6-4	8	7½	5/8	10	6-0	5/8	10	9-0	1-6	18-2	6-1	12	1/2	10	8-2	1-3	17-10	6-1	6-0	3/8	9	6-1	34	3/8	10	8	1-11
		40	596	117.54	6-3	6-5	8½	7½	7/8	17	6-0	3/4	17	9-5	1-8	18-5	6-2	12	7/8	17	9-6	1-11	18-0	6-2	6-0	3/8	9	6-2	34	3/8	8½	4	2-0
		50	655	127.88	6-4	6-7	9½	8	7/8	12	6-1	5/8	12	9-3	1-6	18-11	6-4	12	3/4	12	9-1	1-8	18-5	6-4	6-1	3/8	9	6-4	34	3/8	12	4	2-2
		60	675	151.45	6-4	6-8	10	8	5/8	11½	6-1	7/8	11½	10-1	1-11	19-1	6-5	14	5/8	11½	8-9	1-6	18-7	6-5	6-1	3/8	6	6-5	34	1/2	11½	8	2-6
		70	694	161.09	6-4	6-9	10½	8	5/8	12	6-1	7/8	12	10-2	1-11	19-4	6-6	14	3/4	12	9-1	1-8	18-9	6-6	6-1	3/8	6	6-6	34	1/2	12	8	2-7
		80	714	174.42	6-4	6-10	11	8	5/8	12	6-1	7/8	12	10-2	1-11	19-6	6-7	13	3/4	12	9-1	1-8	18-11	6-7	6-1	3/8	6	6-7	34	5/8	12	8	3-2
5	7	0	556	8045	6-0	8-1	5½	6	5/8	7½	5-9								1/2	8½	7-1[illegible]	1-3	21-1	7-10	5-9	3/8	9	7-10	39				
		2	556	7732	6-0	8-1	6½	6	3/4	13	5-9	1/2	13	8-2	1-3	21-4	7-10	16	3/8	13	7-7	1-1	21-1	7-10	5-9	3/8	9	7-10	38				
		8	537	7606	6-0	8-0	6	6	1/2	13	5-9	1/2	13	8-2	1-3	21-1	7-9	16	1/2	13	7-11	1-3	20-11	7-9	5-9	3/8	9	7-9	38				
		15	537	9150	6-0	8-0	6	6	3/8	12	5-9	1/2	12	8-2	1-3	21-1	7-9	16	5/8	12	8-5	1-6	20-11	7-9	5-9	3/8	6	7-9	38				
		40	759	14951	6-5	8-5	8½	8½	1/2	14	6-2	7/8	14	10-1	1-11	22-7	8-2	16	5/8	14	8-0	1-6	22-2	8-2	6-2	1/2	6	8-2	38	3/8	7	8	2-0
5½	6½	0	588	9541	6-6	7-9	7½	6	3/4	12	6-3	1/2	12	8-9	1-3	21-2	7-6	15	1/2	12	8-5	1-3	20-11	7-6	6-3	3/8	7	7-6	41				
6	3	0	451	7376	7-0	4-2	7	6	5/8	6	6-9								3/8	6	9-7	[illegible]	14-3	3-1[illegible]	6-9	3/8	7	3-11	35				
		2	451	7689	7-0	4-2	7	6	3/4	16	6-9	[illegible]	16	9-9	1-6	14-7	3-[illegible]	14	1/2	16	8-[illegible]	1-3	14-3	3-[illegible]	6-9	1/2	6½	3-11	32				
		10	408	7154	7-0	4-0	6	6	1/2	15	6-9	5/8	15	9-8	1-6	14-[illegible]	3-9	14	1/2	15	8-11	1-3	13-11	3-9	6-9	1/2	5½	3-9	32				

S
WIDTH
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6 6
6 7
6 9

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Center
where

GENERAL

All concre
strength of
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STATE H

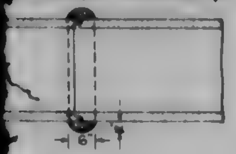
Note: All

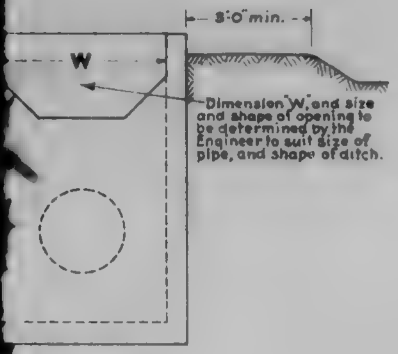
Revised July

etal pipe is used, the seams and
all be close riveted, and soldered;
l be made watertight by placing
burlap under the coupling bands.
e is used, joints shall be made
ortar collars constructed as
il below.

CEMENT MORTAR COLLAR

e & Groove Concrete Pipe

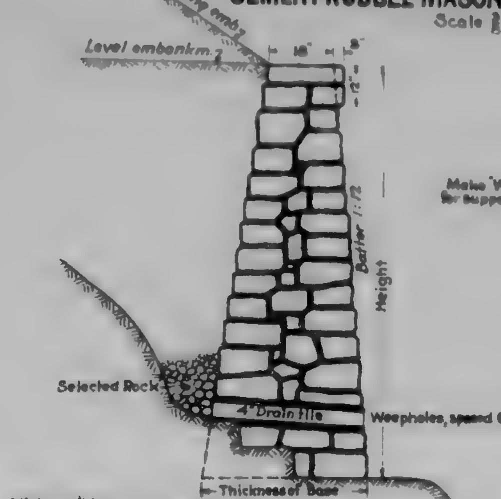



3'-0" min.
W
Dimension "W", and size and shape of opening to be determined by the Engineer to suit size of pipe, and shape of ditch.

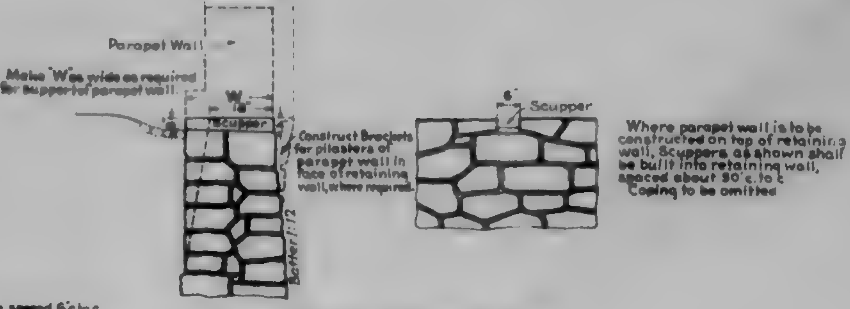
END VIEW

CEMENT RUBBLE MASONRY RETAINING WALL

Scale ⅜" = 1 ft.


Sloping embk.
Level embankm.
18"
3"
12"
Batter 1:12
Height
Selected Rock
4" Drain tile
Weepholes, spaced 6' c. to c.
Thickness of Base

Minimum thickness of base 0.4 x height for level embankment.
" " " " 0.6x " " sloping "
Special design required for walls over 10 ft. high, or for unusual foundation conditions.

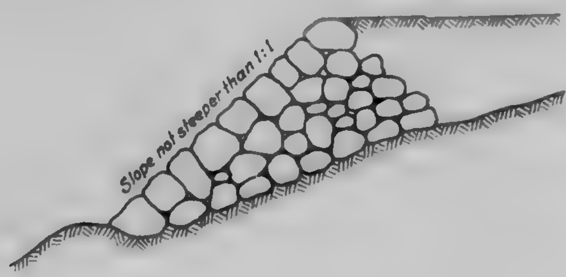

Parapet Wall
Make "W" as wide as required for support of parapet wall.
W
18"
Scupper
Construct Brackets for pilasters of parapet wall in face of retaining wall, where required.
Batter 1:12
6"
Scupper

Where parapet wall is to be constructed on top of retaining wall, Scuppers as shown shall be built into retaining wall, spaced about 30' c. to c. Coping to be omitted.

DETAIL of TOP of RETAINING WALL
On which Parapet Wall is to be constructed

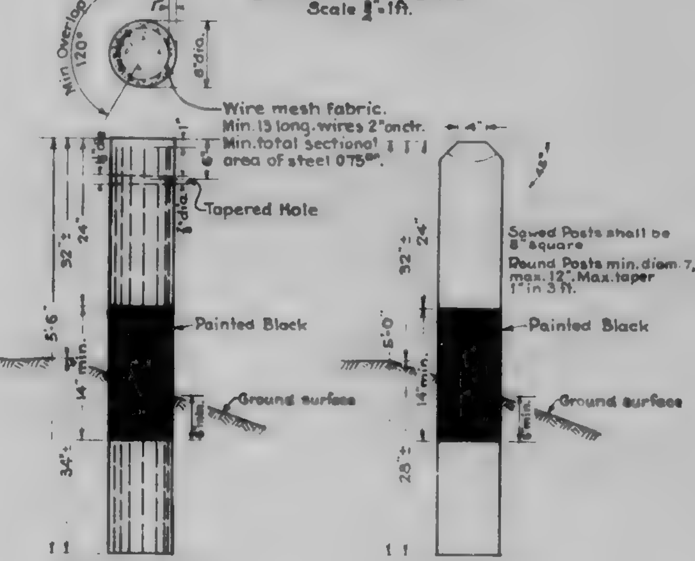
HAND PLACED ROCK SLOPE

No Scale


Slope not steeper than 1:1

SIGHT POSTS

Scale ½" = 1 ft.

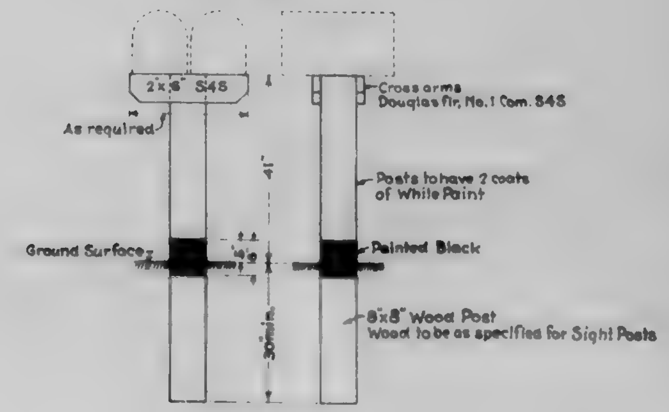

Min. Overlap 120°
8" dia.
Wire mesh fabric. Min. 13 long. wires 2" on ctr. Min. total sectional area of steel 0.75 sq. in.
Tapered Hole
1" dia.
32" ±
24"
5'-6"
14" min.
34" ±
Painted Black
Ground surface
4"
45°
Sawed Posts shall be 8" square
Round Posts min. diam. 7", max. 12". Max. taper 1" in 3 ft.
5'-0"
32" ±
24"
14" min.
28" ±
Painted Black
Ground surface

CONCRETE POST
Adopted Sept. 1949.

WOOD POST

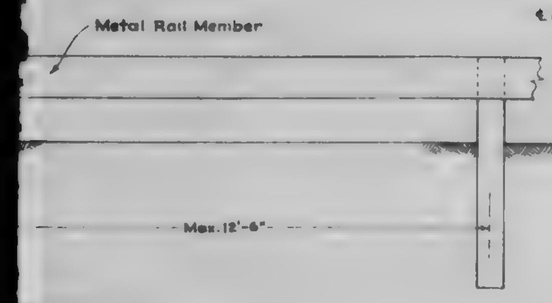
MAIL BOX POST

Scale ½" = 1 ft.


2"x6" S4S
As required
41"
Ground Surface
14"
30" min.
Cross arms Douglas fir, No. 1 Com. S4S
Posts to have 2 coats of White Paint
Painted Black
8"x8" Wood Post Wood to be as specified for Sight Posts

RD RAIL

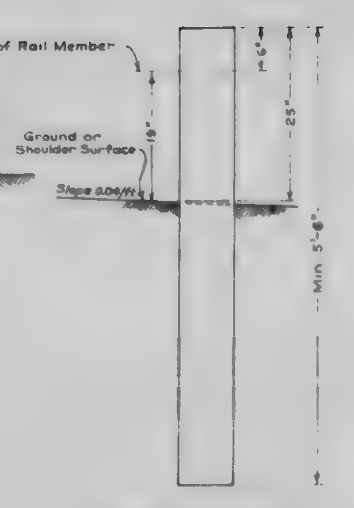
le


Metal Rail Member
Max. 12'-6"

rmediate Post

il; Optional.

ified.
rations.


℄ of Rail Member
6"
19"
25"
Ground or Shoulder Surface
Slope 0.04/ft.
Min. 5'-6"

POST INSTALLATION

OREGON STATE HIGHWAY DEPARTMENT

Details of

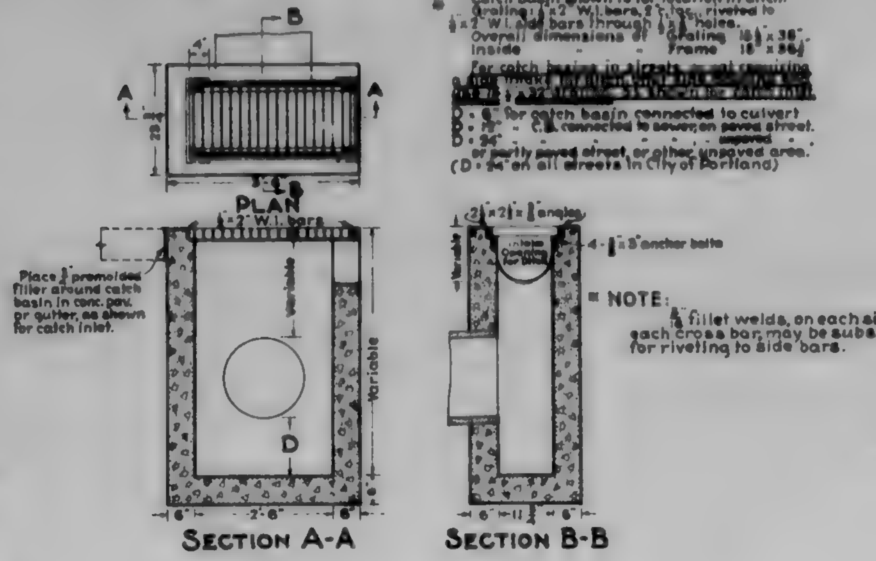
MISCELLANEOUS STRUCTURES
FOR INTERURBAN PROJECTS

Scales: As Shown   Aug., 1940

Revised: Oct. 1940.
" Sept. 1949.

DRG. No. 2051

CONCR… CATCH BASIN


B
A
A
4"
28"
3'-8"
B
PLAN
½"x2" W.I. bars
Place ½" premolded filler around catch basin in conc. pav. or gutter, as shown for catch inlet.
Variable
Variable
D
6"
2'-8"
6"
SECTION A-A
2½"x2½"x⅜" angles
4 - ⅝"x 3" anchor bolts
6"
11½"
6"
SECTION B-B

NOTE:

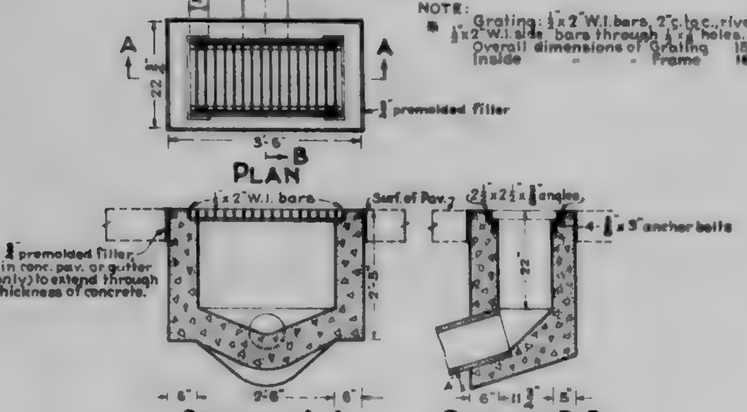
- Catch Basin shown is for location in ditch. Grating: ½"x2" W.I. bars, 2" c. to c., riveted to ½"x2" W.I. side bars through ¼"x1" holes.
  Overall dimensions of Grating 15⅞" x 38"
  Inside " " Frame 16" x 38½"
  For catch [redacted]

D = 6" for catch basin connected to culvert
D = 15" " C.B. connected to sewer, on paved street.
D = 24" " " " " " " unpaved "
or partly paved street, or other unpaved area.
(D = 24" on all streets in City of Portland)

= NOTE:
⅛" fillet welds, on each side of each cross bar, may be substituted for riveting to side bars.

NOTE
All Concrete to be Class "A"

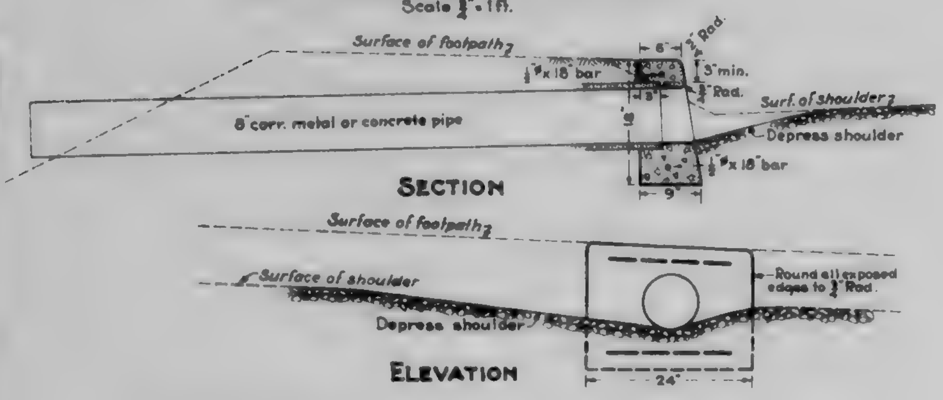
CONCRETE CATCH INLET
Scale ½" = 1 ft.


B
A
A
22"
½" premolded filler
3'-6"
B
PLAN
½"x2" W.I. bars
Surf. of Pav.
2½"x2½"x⅜" angles
4 - ⅝"x 3" anchor bolts
½" premolded filler, (in conc. pav. or gutter only) to extend through thickness of concrete.
2'-3"
22"
6"
2'-8"
6"
6"
11½"
6"
SECTION A-A
SECTION B-B

NOTE:

- Grating: ½"x2" W.I. bars, 2" c. to c., riveted to ½"x2" W.I. side bars through ¼"x1" holes.
  Overall dimensions of Grating 15⅞" x 32"
  Inside " " Frame 16" x 32½"

SHOULDER DRAIN HEADWALL
Scale ½" = 1 ft.


Surface of footpath
⅝" x 18" bar
6"
3" min.
½" Rad.
Surf. of shoulder
8" corr. metal or concrete pipe
Depress shoulder
⅝" x 18" bar
9"
SECTION
Surface of footpath
Surface of shoulder
Round all exposed edges to ½" Rad.
Depress shoulder
24"
ELEVATION

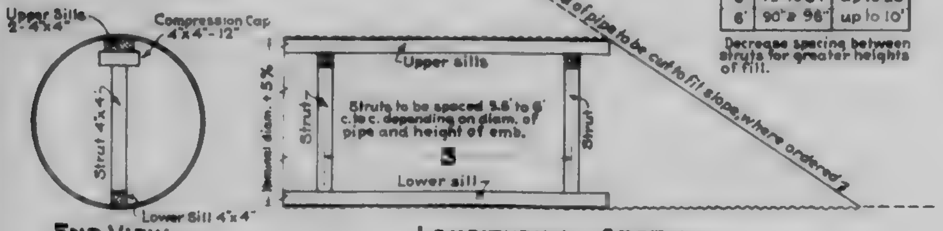
DESIGN for CORRUGATED METAL PIPE STRUTTING
For Pipes 42" or over in Diam.
No Scale

NOTE:
42" pipe shall be strutted if emb. over pipe is more than 30'
48" " " " " " " " " " " 20'
54" pipe and larger sizes shall be strutted regardless of height of embankment

STRUT SPACING

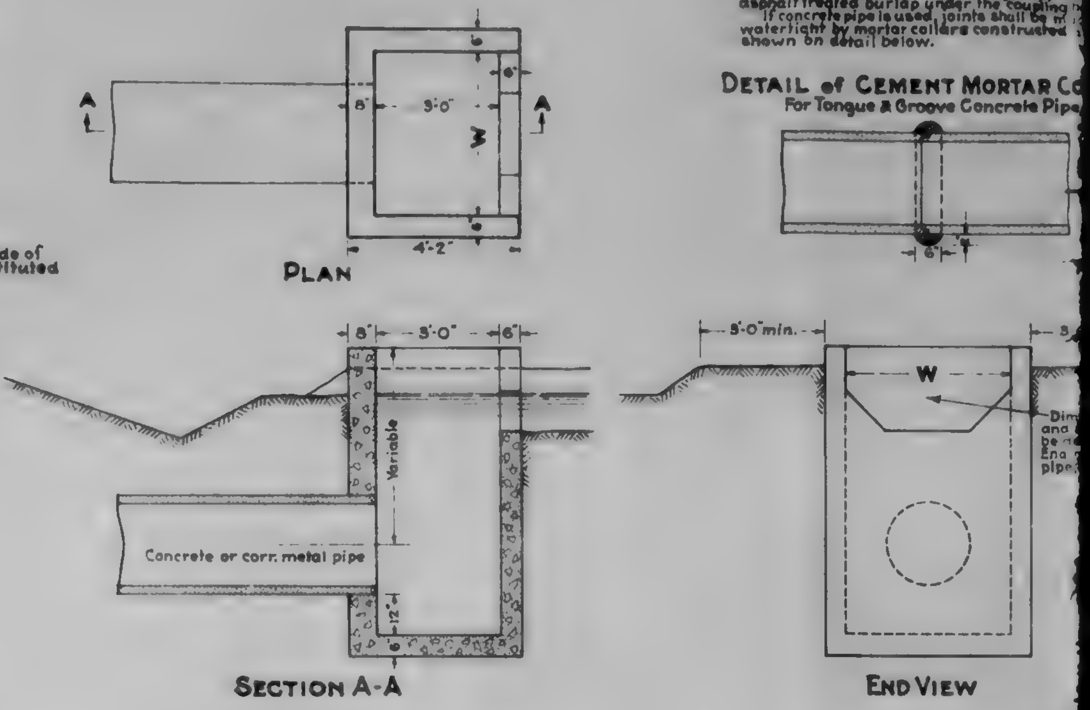
S	Dia. of Pipe	Ht. of Fill
6'	48"	20' to 30'
6'	54" to 66"	up to 30'
6'	72" to 84"	up to 20'
6'	90" & 96"	up to 10'

Decrease spacing between struts for greater heights of fill.


Upper Sills 2 - 4"x4"
Compression Cap 4"x4" - 12"
Strut 4"x4"
Lower Sill 4"x4"
END VIEW
Upper sills
Nominal diam. + 5%
Strut
Strut
Struts to be spaced 3.5' to 6' c. to c. depending on diam. of pipe and height of emb.
S
Lower sill
End of pipe to be cut to fit slope, where ordered
LONGITUDINAL SECTION

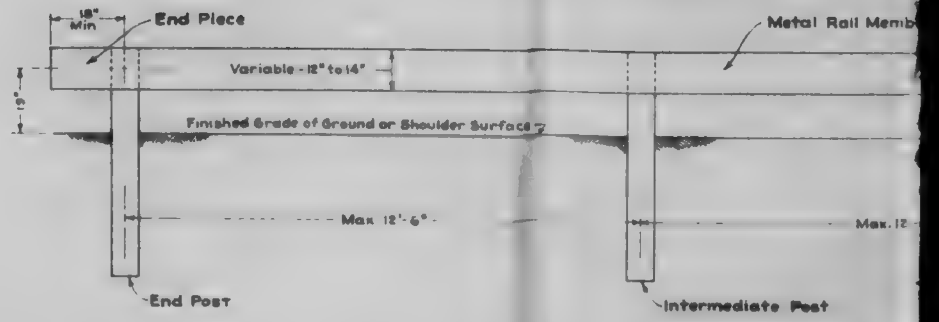
SIPHON
Scale ⅜" = 1 ft.

NOTE:
If corrugated metal pipe is used, the seam- factory joints shall be close riveted and sold… field joints shall be made watertight by plac… asphalt treated burlap under the coupling… If concrete pipe is used, joints shall be m… watertight by mortar collars constructed … shown on detail below.


A
A
6"
8"
3'-0"
3'
6"
4'-2"
PLAN
8"
3'-0"
6"
Variable
Concrete or corr. metal pipe
12"
SECTION A-A
3'-0" min.
W
Dim… and … be … End … pipe…
END VIEW
6"

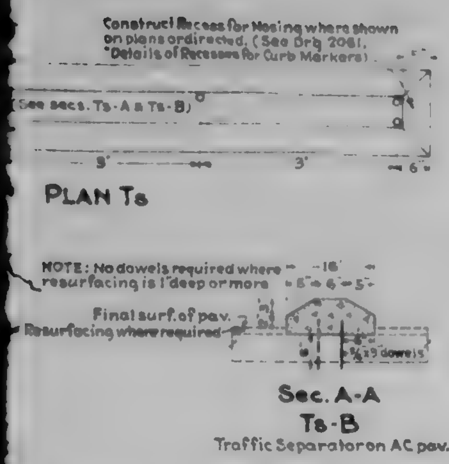
DETAIL of CEMENT MORTAR Co…
For Tongue & Groove Concrete Pipe…

METAL GUARD RAIL
No Scale


18" Min
End Piece
Metal Rail Memb…
Variable - 12" to 14"
19"
Finished Grade of Ground or Shoulder Surface
Max 12'-6"
Max. 12
End Post
Intermediate Post

NOTE:
Posts to be of Reinforced Concrete, Steel Beam or Railroad Rail; Optional.
Rail Members to be Steel Beams or Plates, Optional.
Metal Posts to be Provided with Bearing Plates as Specified.
Metal Posts, Rail Members and Fittings to be Painted as Specified.
For Details of Materials and Erection see Standard Specifications.

TRAFFIC SEPARATORS


Construct Recess for Nosing where shown on plans or directed, (See Drg. 2081, "Details of Recesses for Curb Markers)
(See secs. Ts-A & Ts-B)
3'
3'
6"
NOTE: No dowels required where resurfacing is 1" deep or more
16"
5"
6"
5"
Final surf. of pav.
Resurfacing where required
dowels

PLAN Ts

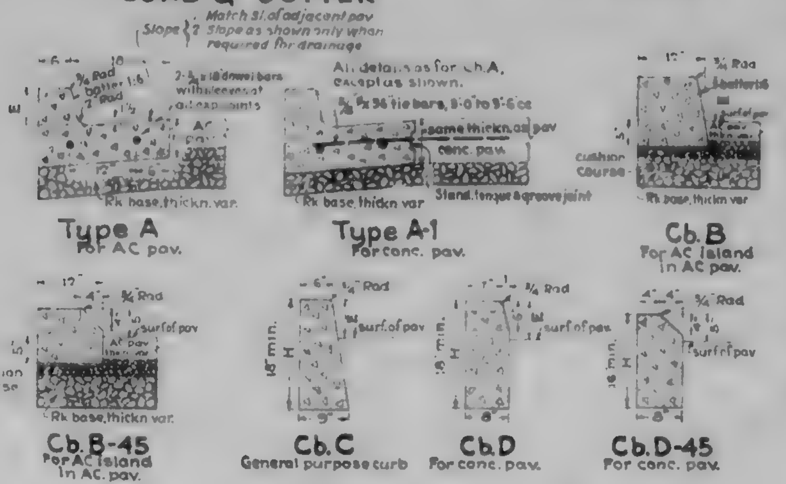
Sec. A-A
Ts-B
Traffic Separator on AC pav.

MONOLITHIC CURB & GUTTER

CONCRETE CURBS

GENERAL NOTES FOR CONCRETE CURBS

1. The principal use of each curb is indicated under each design. A suitable curb may be selected for use with other surfaces than those indicated, such as rock surfaces, lawns, etc.
2. Curb Exposure "E", 7" standard, vary as shown on typical sections or as directed.
3. Face Batter standard 1:6 except as shown. Vary as shown on typical sections or as directed.
4. Height "H" variable, as shown on typical sections or as directed.
5. Joints and Finish as specified.
6. Cb. C & Cb. D are interchangeable at the direction or with the permission of the engineer. Cb D is principally for use with concrete pavement to be constructed between side forms before curb is placed.
7. Cb. E is principally for use between bit pav. & bit. footpath, adjacent or close to pavement, to provide visible separation.
8. Cbs. B, B-45, F, F-45, G & G-45 are principally for use with AC islands. Cb F is also used with sidewalks placed over an existing pavement.
9. Curbs Doweled to pav. are to be used where curbs are placed on an existing pavement and are occasionally useful on new pavement (for temporary islands, etc.)
10. Dowels. See Note 6 for concrete islands.
11. Transitions. Where curbs of different types or heights connect make transition of sufficient length to prevent unsightly appearance, preferably not less than 20 ft. per 1" difference in height.


Match sl. of adjacent pav.
Slope as shown only when required for drainage
¾" Rad
batter 1:6
2" Rad
3/4 x 18" dowel bars with sleeves at alt. expan. joints
AC pav.
All details as for Cb. A, except as shown.
⅝" x 36" tie bars, 3'-0" to 5'-6" cc
same thickn. as pav.
conc. pav.
Stand. tongue & groove joint
Rk base, thickn. var.
Rk base, thickn var.
¾" Rad
batter 1:6
Cushion course
Rk base, thickn var
17"
¾" Rad
Cushion course
Rk base, thickn var.
6"
¾" Rad
surf. of pav.
16" min.
H
¾" Rad
surf. of pav.
¾" Rad
surf. of pav.

Type A
For AC pav.

Type A-1
For conc. pav.

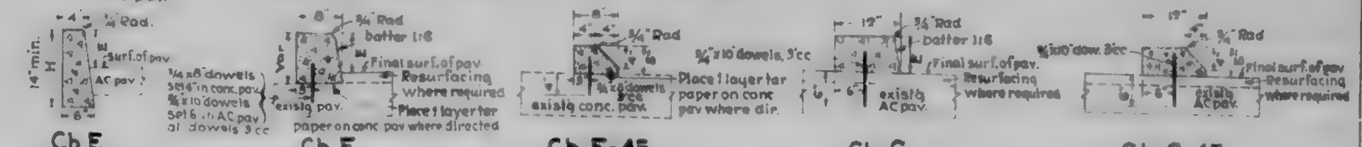
Cb. B
For AC island in AC pav.

Cb. B-45
For AC island in AC pav.

Cb. C
General purpose curb

Cb. D
For conc. pav.

Cb. D-45
For conc. pav.


¾" Rad
14" min.
H
surf. of pav.
AC pav.
6"
8"
¾" Rad
batter 1:6
Final surf. of pav.
Resurfacing where required
Place 1 layer tar paper on conc. pav where directed
¾ x 8" dowels set 4" in conc. pav.
¾ x 10" dowels set 6" in AC pav.
al. dowels 3' cc
exist. pav.
¾" Rad
¾" x 10" dowels, 3' cc
Place 1 layer tar paper on conc pav where dir.
exist. conc. pav.
12"
¾" Rad
batter 1:6
Final surf. of pav.
Resurfacing where required
exist. AC pav.
¾" x 10" dow. 3' cc
12"
¾" Rad
Final surf. of pav.
Resurfacing where required
exist. AC pav.

Cb. E
For AC pav.

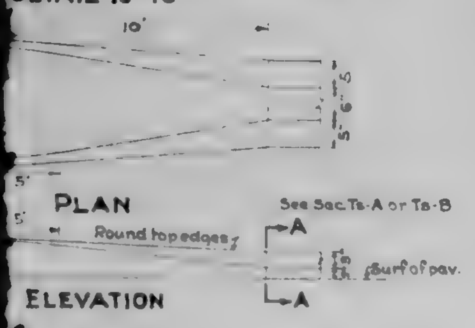
Cb. F
For AC island on conc. pav. and general purpose

Cb. F-45
For AC island on conc. pav.

Cb. G
For AC island on AC pav.

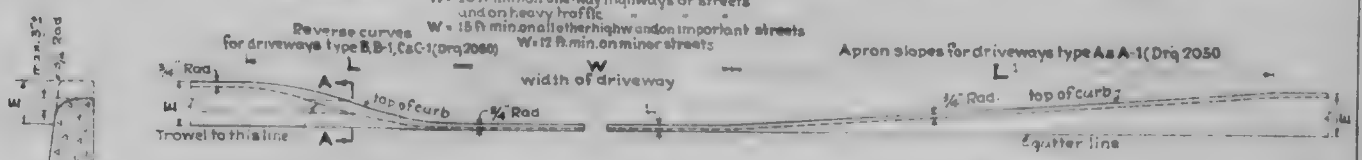
Cb. G-45
For AC island on AC pav.

…N FROM CONC. ISLAND
…TRAFFIC SEPARATOR
DETAIL Is-Ts


10'
5'
6'
5'
5'
5'
See Sec. Ts-A or Ts-B
Round top edges
A
A
surf. of pav.

PLAN

ELEVATION


W = 20 ft min. on one-way highways or streets and on heavy traffic
W = 15 ft min. on all other highw. and on important streets
W = 12 ft. min. on minor streets
Reverse curves for driveways type B, B-1, C & C-1 (Drg 2080)
Apron slopes for driveways type A & A-1 (Drg 2050
¾" Rad
L
W
width of driveway
L¹
A
top of curb
¾" Rad
E
Trowel to this line
A
¾" Rad
top of curb
gutter line
¾" Rad
E

Sec. A-A

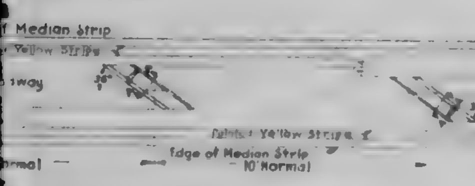
E	L
5"	2.5 ft.
6"	3.0 "
7"	3.5 "
8"	4.0 "
9"	4.5 "

METHOD OF RECESSING CURBS FOR FUTURE DRIVEWAY CONSTRUCTION
DETAIL Cb.-DR

E	L¹
5"	4 ft.
6"	5 "
7"	6 "
8"	7 "
9"	8 "

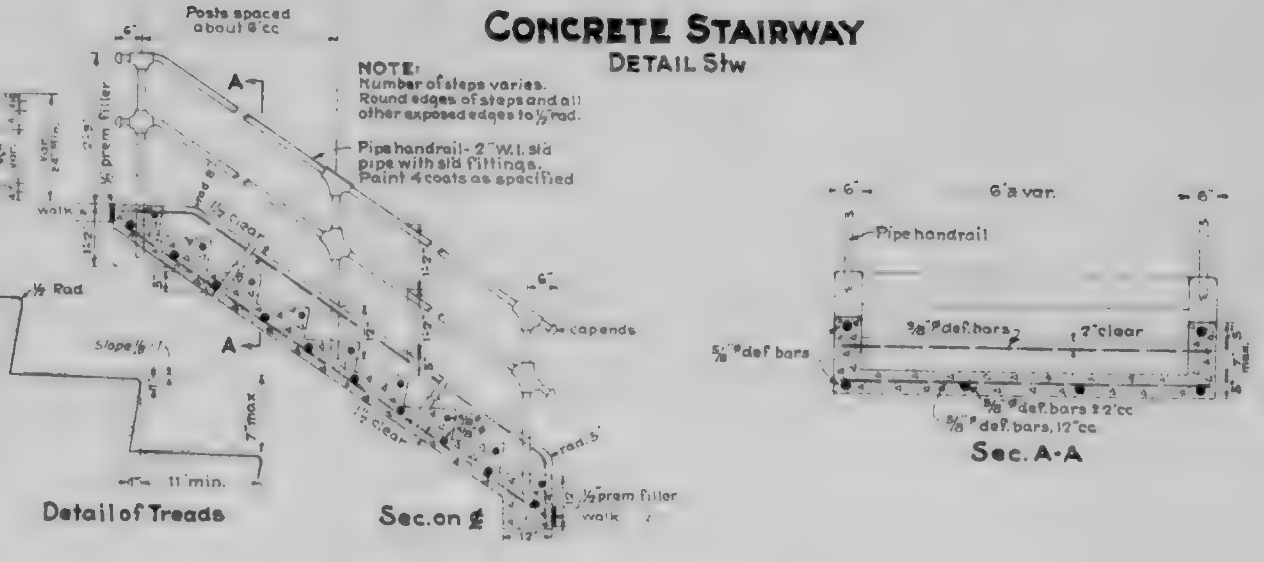
NOTE: where driveway is for use by 30 ft. trucks, busses or compound trucks min L¹ = 8 ft.

…ED MARKERS
DETAIL RM


Median strip
Yellow Stripe
way
Yellow Stripe
Edge of Median Strip
10' Normal
normal

CONCRETE STAIRWAY
DETAIL Stw

NOTE:
Number of steps varies.
Round edges of steps and all other exposed edges to ½" rad.

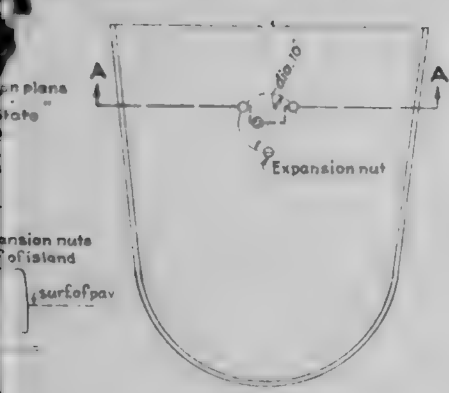

Posts spaced about 6' cc
6"
A
Pipe handrail - 2" W.I. std pipe with std fittings. Paint 4 coats as specified
½" prem filler
walk
½ clear
capends
½ Rad
Slope ⅛" : 1'
7" max
11" min.
A
rad. 5'
½ prem filler
walk
12"
6"
6" & var.
6"
Pipe handrail
⅜" def. bars
2" clear
⅝" def bars
⅜" def. bars 2' cc
⅝" def. bars, 12" cc

Detail of Treads

Sec. on ℄

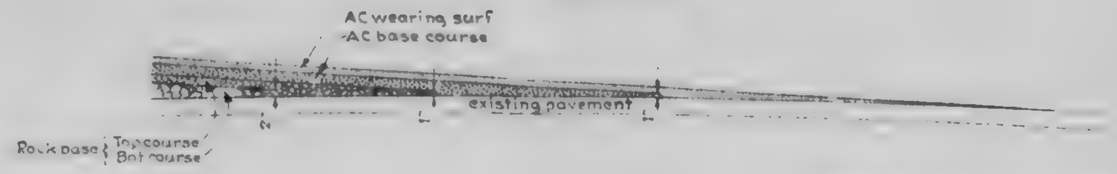
Sec. A-A

…FOR BENJAMIN LIGHTS
DETAIL BL


A
A
on plans
state
dia. 10"
Expansion nut
ansion nuts
of island
surf. of pav

PLAN

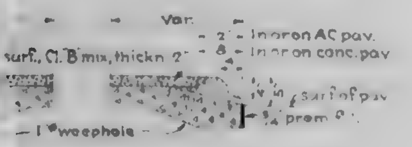
METHOD OF FEATHERING
NEW AC PAV. OVER EXISTING PAV.
DETAIL MF


AC wearing surf.
AC base course
existing pavement
Rock base
Top course
Bot course

…POSITE ISLANDS

…own is for islands Is-A & Is-45-A
…own may be applied to islands Is-A, B or C
…-A, B or C. For details not shown see

… where necessary to drain recess
… may drain to rock base or to surf. of pav.


Var.
2" In or on AC pav.
8" In or on conc. pav.
surf., Cl. B mix, thickn 2"
surf of pav
¾ prem f.
1" weephole

…sCp-A HALF SEC. IsCp-45-A
(…Cp-B) (IsCp-45-B)
(…Cp-C) (IsCp-45-C)

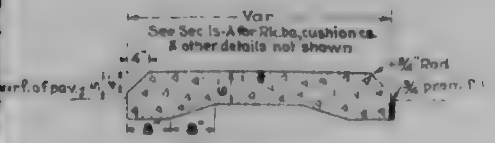
OREGON STATE HIGHWAY DEPARTMENT

TRAFFIC ISLANDS, TRAFFIC SEPARATORS
CONCRETE CURBS
and MISCELLANEOUS DETAILS

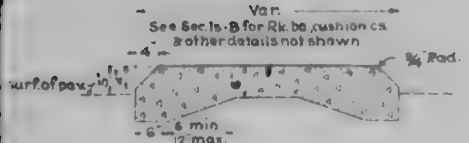
No Scale February 1950
Revised: 10-'50, 7-'52.

DR'G. NO. 2077

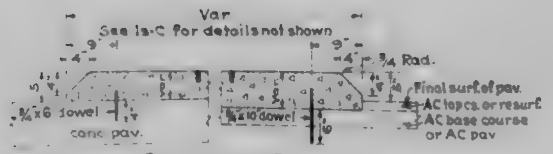
ICRETE ISLANDS
FACE BATTER 1:1


Var.
See Sec. Is-A for Rk.ba.,cushion cs. & other details not shown
surf. of pav.
¾ Rad.
¾ prem. f.
4"
8"

SEC. Is-45-A
Island in conc. pav.

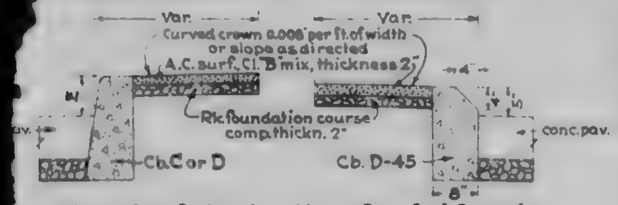

Var.
See Sec. Is-B for Rk.ba.,cushion cs. & other details not shown
surf. of pav.
4"
¾ Rad.
6 min.
12 max.

SEC. Is-45-B
Island in AC pav.

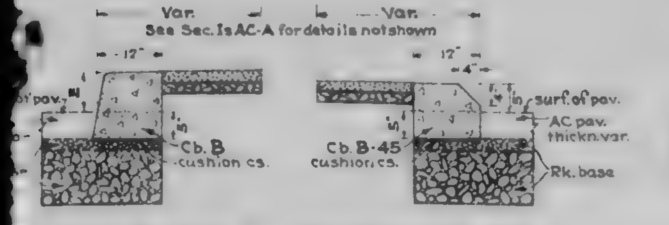

Var.
See Is-C for details not shown
9"
4"
¾ Rad.
¾ x 6 dowel
¾ x 10 dowel
conc. pav.
Final surf. of pav.
AC top cs. or resurf.
AC base course or AC pav.

SEC. Is-45-C
Island on surf. of new or existing pav.

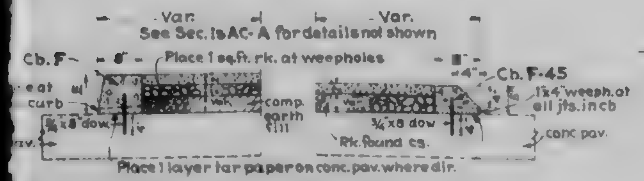
ASPHALTIC CONCRETE ISLANDS
FACE BATTER ABOUT 1:6 FACE BATTER 1:1


Var.
Curved crown 0.005' per ft. of width or slope as directed
A.C. surf. Cl. B mix, thickness 2"
Rk. foundation course comp. thickn. 2"
Cb. C or D
Cb. D-45
conc. pav.
8"
4"

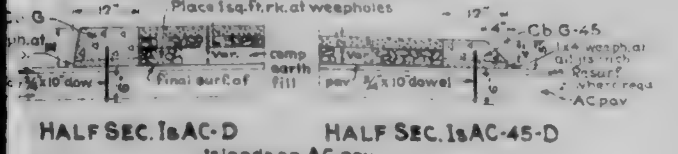
HALF SEC. IsAC-A **HALF SEC. IsAC-45-A**
Islands in conc. pav.


Var.
See Sec. IsAC-A for details not shown
12"
4"
surf. of pav.
AC pav. thickn. var.
Cb. B cushion cs.
Cb. B-45 cushion cs.
Rk. base

HALF SEC. IsAC-B **HALF SEC. IsAC-45-B**
Islands in AC pav.

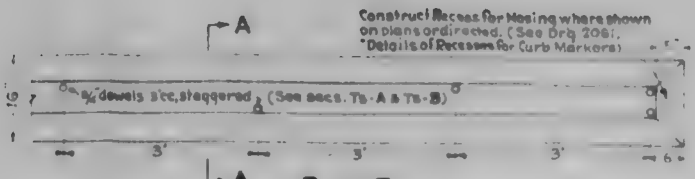

Var.
See Sec. IsAC-A for details not shown
Cb. F
8"
Place 1 sq. ft. rk. at weepholes
Cb. F-45
1½" weeph. at all jts. incb
comp. earth fill
¾ x 8 dow.
Rk. found. cs.
conc. pav.
Place 1 layer tar paper on conc. pav. where dir.

HALF SEC. IsAC-C **HALF SEC. IsAC-45-C**
Islands on conc. pav.

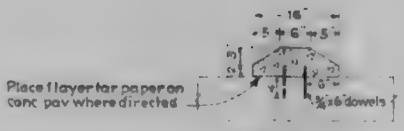

Var.
See Sec. IsAC-A for details not shown
Place 1 sq. ft. rk. at weepholes
Cb. G
12"
Cb. G-45
comp. earth fill
¾ x 10 dow.
¾ x 10 dowel
Final surf. of
Resurf. where reqd.
AC pav.

HALF SEC. IsAC-D **HALF SEC. IsAC-45-D**
Islands on AC pav.

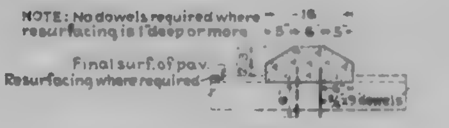
CONCRETE TRAFFIC SEPARATORS


A
Construct Recess for Nosing where shown on plans or directed. (See Drg. 2061, "Details of Recesses for Curb Markers")
16
¾ dowels 3' cc, staggered (See secs. Ts-A & Ts-B)
3'
3'
3'
6
A

PLAN Ts

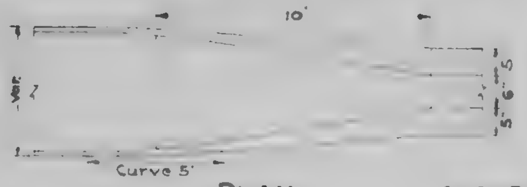

16"
5 6" 5
Place 1 layer tar paper on conc. pav. where directed
6"
¾ x 6 dowels

Sec. A-A
Ts-A
Traffic Separator on concrete pav.

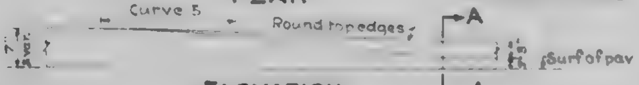

NOTE: No dowels required where resurfacing is 1" deep or more
16
5" 6 5"
Final surf. of pav.
Resurfacing where required
¾ x 9 dowels

Sec. A-A
Ts-B
Traffic Separator on AC pav.

TRANSITION FROM CONC. ISLAND TO CONC. TRAFFIC SEPARATOR
DETAIL Is-Ts



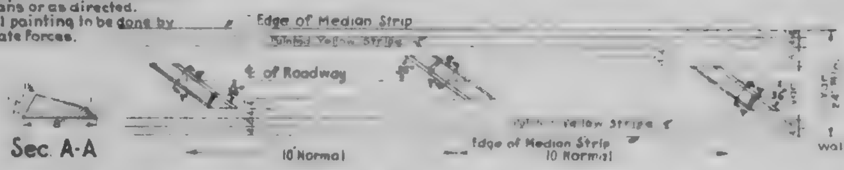
PLAN


See Sec. Ts-A or Ts-B
Curve 5
Round top edges
A
Surf. of pav
A

ELEVATION

NOTE:
1. Markers are sloped in opposite directions alternately.
2. Standard markers are shown, length varies where shown on plans or as directed.
3. All painting to be done by State forces.

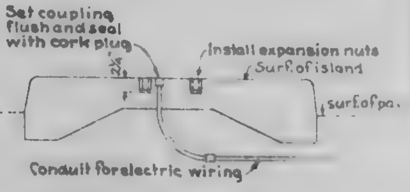
RAISED MARKERS
DETAIL RM


Edge of Median Strip
Painted Yellow Stripe
℄ of Roadway
8"
Yellow Stripe
Edge of Median Strip
10' Normal
10' Normal

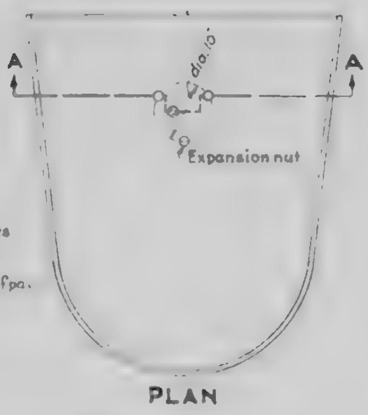
Sec. A-A

FASTENERS FOR BENJAMIN LIGHTS
DETAIL BL

NOTE:
Location of Benjamin Lights as shown on plans
Number and size of conduits " " " "
Expansion nuts to be furnished by State and to be installed by contractor.


Set coupling flush and seal with cork plug
Install expansion nuts
Surf. of island
surf. of pav.
Conduit for electric wiring

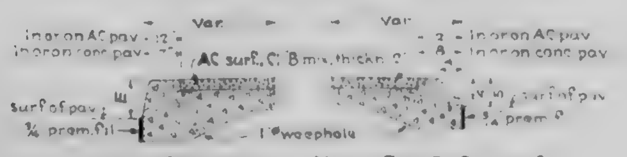
Sec. A-A


A
A
dia. 10
Expansion nut

PLAN

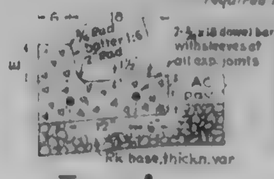
COMPOSITE ISLANDS

NOTE: 1. Composite design shown is for islands Is-A & Is-45-A. Design for AC surf. shown may be applied to islands Is-A, B or C and to islands Is-45-A, B or C. For details not shown see those islands.
2. Make 1" ⌀ weepholes where necessary to drain recess for AC. Weepholes may drain to rock base or to surf. of pav.

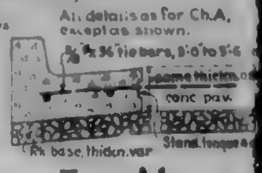

Var.
Var.
in or on AC pav.
in or on conc. pav.
AC surf., Cl. B mix, thickn. 2"
in or on AC pav.
in or on conc. pav.
surf. of pav.
¾ prem. fil.
1" ⌀ weephole
surf. of pav.
¾ prem. f.

HALF SEC. IsCp-A **HALF SEC. IsCp-45-A**
(IsCp-B) (IsCp-45-B)
(IsCp-C) (IsCp-45-C)

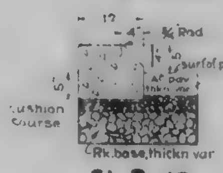
MONOLITHIC CURB & GUTTER


Slope { 1 Match sl. of adjacent pav. 2 Slope as shown only when required for drainage
6
18
¾ Rad
batter 1:6
2 Rad
7-¾ x 18 dowel bars with sleeves at all exp. joints
AC pav.
E
12"
Rk. base, thickn. var.

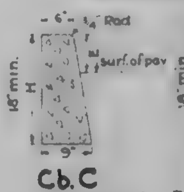
Type A
For AC pav.


All details as for Cb. A, except as shown.
¾ x 36 tie bars, 3'-0" to 3'-6"
same thickn. as conc. pav.
Rk. base, thickn. var.
Stand. tongue

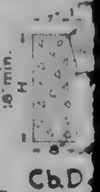
Type A-1
For conc. pav.


12
4"
¾ Rad
surf. of pav.
AC pav. thickn. var.
5"
cushion course
Rk. base, thickn. var.

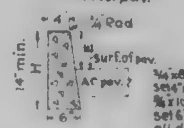
Cb. B-45
For AC island in AC pav.


6"
¼ Rad
surf. of pav.
16" min.
H
9"

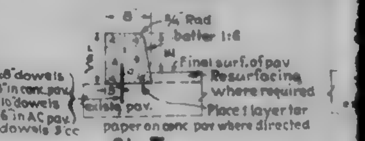
Cb. C
General purpose curb



Cb. D
For conc. p

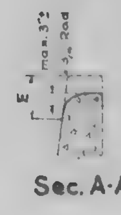

4
¼ Rad
14" min.
H
Surf. of pav.
AC pav.
6"

Cb. E
For AC pav.

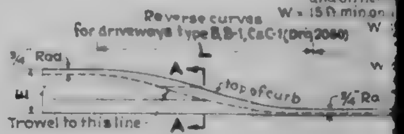

¾ x 8" dowels set 4" in conc. pav.
¾ x 10" dowels set 6" in AC pav.
all dowels 3' cc
8
¾ Rad
batter 1:6
Var.
Final surf. of pav.
Resurfacing where required
exist. pav.
Place 1 layer tar paper on conc. pav. where directed

Cb. F
For AC island on conc. pav. and general purpose

For A



Sec. A-A


W = 20 ft. min. o and on he
W = 15 ft. min. on
W
Reverse curves for driveways type B, B-1, C & C-1 (Drg. 2060)
L
¾ Rad
A
top of curb
¾ Ra
E
Trowel to this line
A

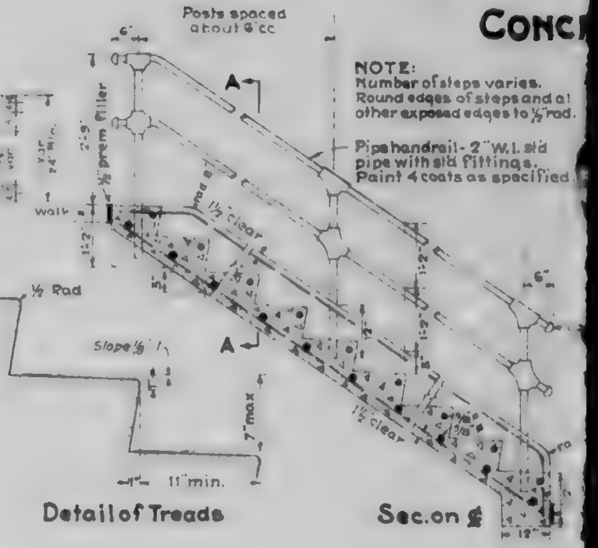
E	L
5"	2.5 ft.
6"	3.0 -
7"	3.5 -
8"	4.0 -
9"	4.5 -

ME
FOR FU

CONC

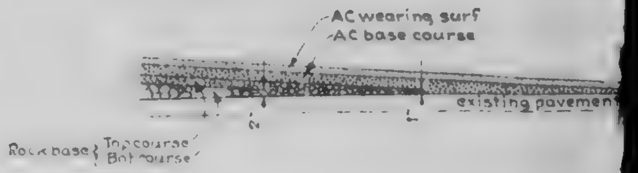
NOTE:
Number of steps varies.
Round edges of steps and all other exposed edges to ½" rad.

Pipe handrail - 2" W.I. std pipe with std fittings. Paint 4 coats as specified.


Posts spaced about 6' cc
6"
A
2'-9"
½ prem. filler
walk
1'-2"
1½ clear
A
1½ clear
½ Rad
Slope ⅛ : 1
7" max
11" min.
6"
12"

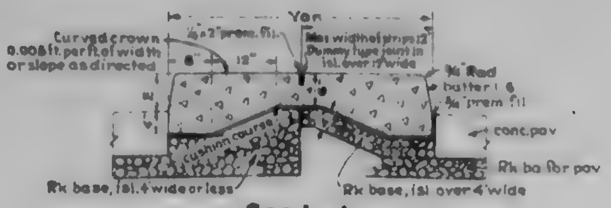
Detail of Treads **Sec. on ℄**

METHOD OF F
NEW AC PAV. OVER
DETAIL


AC wearing surf.
AC base course
existing pavement
Rock base { Top course, Bot. course

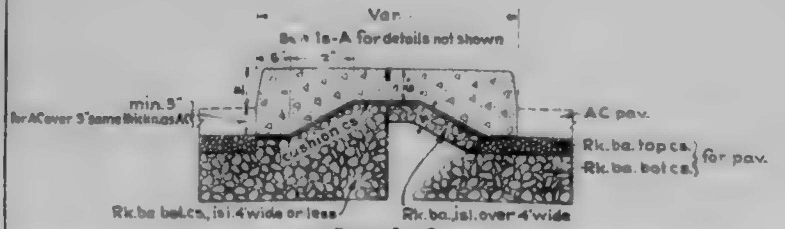
CONCRETE LANDS

FACE BATTER 1:6


Var.
Curved crown 0.008 ft. per ft. of width or slope as directed
Max. width of strip 12"
Dummy type joint in isl. over 12' wide
8"
12"
¾" Rad
batter 1:6
¾" prem. fil
cushion course
conc. pav
Rk. ba. for pav
Rk. base, isl. 4' wide or less
Rk. base, isl. over 4' wide

SEC. Is-A

Island in conc. pav.

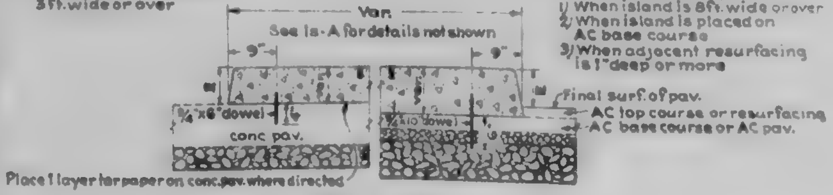

Var.
See Is-A for details not shown
6"
2"
min. 5"
for AC over 3" same thickn. as AC
AC pav.
cushion cs.
Rk. ba. top cs.
Rk. ba. bot cs.
for pav.
Rk. ba bot. cs., isl. 4' wide or less
Rk. ba. isl. over 4' wide

SEC. Is-B

Island in AC pav.

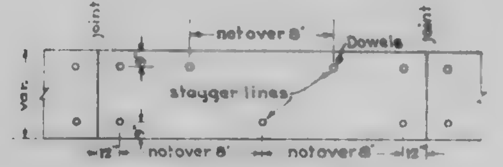
NOTE: No dowels required for islands on conc. pav. 3 ft. wide or over

NOTE: No dowels required for islands on AC pav.
1) When island is 8 ft. wide or over
2) When island is placed on AC base course
3) When adjacent resurfacing is 1" deep or more


Var.
See Is-A for details not shown
9"
9"
¾"x6" dowel
conc pav.
¾"x10" dowel
Final surf. of pav.
AC top course or resurfacing
AC base course or AC pav.
Place 1 layer tar paper on conc. pav. where directed

SEC. Is-C

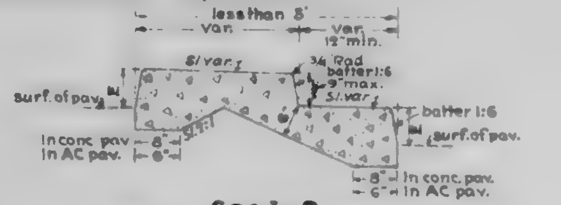
Island on surf. of new or existing pav.


joint
joint
not over 8'
Dowels
var.
stagger lines
12"
not over 8'
not over 8'
12"

PLAN Is-C

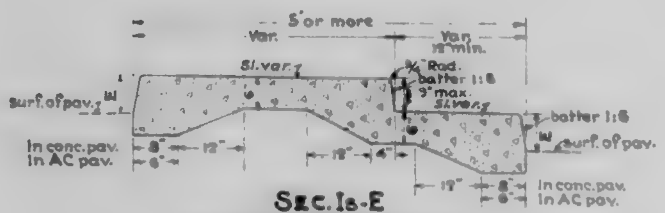
Island on surf. of new or existing pav.

NOTE: Is-D & Is-E.
1. Rock base, cushion course, and other details not shown are similar to details for islands Is-A & Is-B
2. Construct additional steps where required in similar manner


less than 5'
Var.
Var.
12" min.
Sl. var.
¾ Rad
batter 1:6
9" max.
Sl. var.
surf. of pav.
batter 1:6
surf. of pav.
In conc. pav
In AC pav.
8"
6"
In conc. pav.
In AC pav.

SEC. Is-D

Stepped island, less than 5 ft. wide

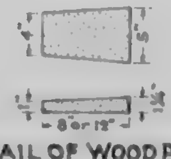

5' or more
Var.
Var.
12" min.
Sl. var.
¾ Rad.
batter 1:6
9" max.
Sl. var.
batter 1:6
surf. of pav.
surf. of pav.
In conc. pav.
In AC pav.
8"
12"
6"
18"
4"
12"
8"
6"
In conc. pav.
In AC pav.

SEC. Is-E

Stepped island 5 ft. wide and over

GENERAL NOTES FOR CONCRETE ISLANDS

1. Face Exposure "E", 7" standard, vary as shown on typical sections or as directed.
2. Face Batter standard 1:6 vary as shown on typ. secs. or as dir.
3. Joints and Surface Finish as specified.
4. Transverse Joints in conc. islands in or on conc. pav. to match joints in pav. and to be of same type (omit dowels in exp. joints)
5. Premolded Filler Place prem. filler along one side of conc. islands in conc. pav. and around all curved ends.
6. Dowels all ¾" ϕ, length as shown. In new conc. pav. set dowels before concrete hardens. In existing conc. pav. drill holes, 1½" dia., and grout dowels in. In AC pav. drive dowels.
7. Other Details to be varied as shown on typ. secs. or as dir.



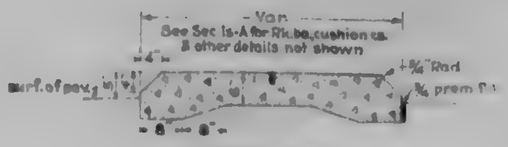
DETAIL OF WOOD PLUG

for forming weepholes

NOTE: Grease well. Remove after concrete has hardened.

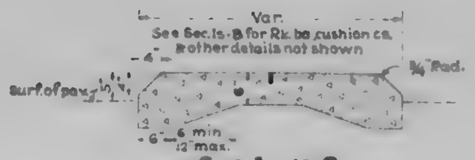
CRETE ISLANDS

FACE BATTER 1:1


Var.
See Sec. Is-A for Rk. ba., cushion cs. & other details not shown
4"
¾" Rad
¾" prem. fil
surf. of pav.
8"
8"

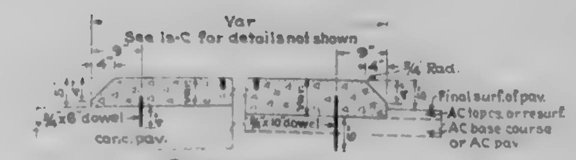
SEC. Is-45-A

Island in conc. pav.


Var.
See Sec. Is-B for Rk. ba., cushion cs. & other details not shown
4"
¾" Rad.
surf. of pav.
6"
6" min.
12" max.

SEC. Is-45-B

Island in AC pav.

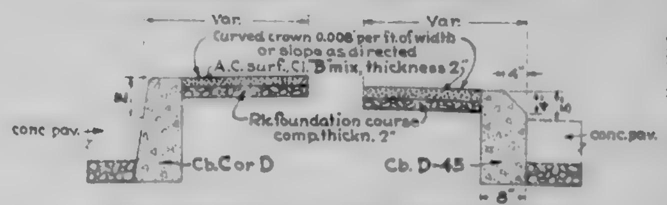

Var.
See Is-C for details not shown
9"
4"
9"
4"
¾" Rad.
¾"x6" dowel
conc. pav.
¾"x10" dowel
Final surf. of pav.
AC top cs. or resurf.
AC base course or AC pav.

SEC. Is-45-C

Island on surf. of new or existing pav.

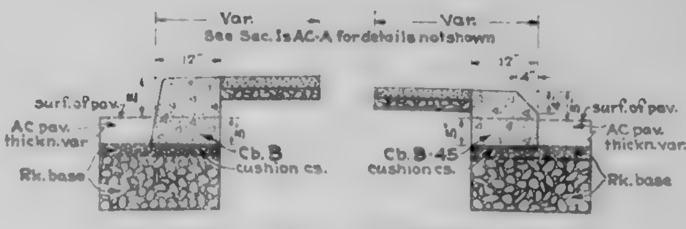
ASPHALTIC CONCRETE ISLANDS

FACE BATTER ABOUT 1:6 FACE BATTER 1:1


Var.
Var.
Curved crown 0.008' per ft. of width or slope as directed
A.C. surf., Cl. "B" mix, thickness 2"
4"
Rk. foundation course comp. thickn. 2"
conc. pav.
Cb. C or D
Cb. D-45
conc. pav.
8"

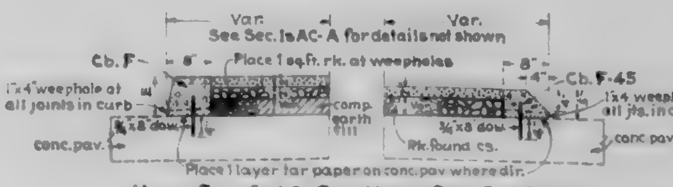
HALF SEC. IsAC-A **HALF SEC. IsAC-45-A**

Islands in conc. pav.


Var.
Var.
See Sec. IsAC-A for details not shown
12"
12"
4"
surf. of pav.
AC pav. thickn. var
Rk. base
Cb. B
cushion cs.
Cb. B-45
cushion cs.
surf. of pav.
AC pav. thickn. var.
Rk. base

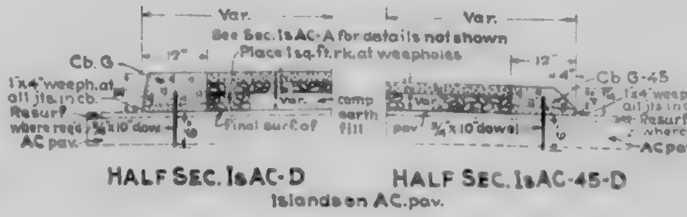
HALF SEC. IsAC-B **HALF SEC. IsAC-45-B**

Islands in AC pav.


Var.
Var.
See Sec. IsAC-A for details not shown
Cb. F
8"
Place 1 sq. ft. rk. at weepholes
8"
4"
Cb. F-45
1"x4" weephole at all joints in curb
comp. earth fill
¾"x8" dow.
1"x4" weeph. at all jts. in cb.
¾"x8" dow.
Rk. found cs.
conc. pav.
conc. pav.
Place 1 layer tar paper on conc. pav where dir.

HALF SEC. IsAC-C **HALF SEC. IsAC-45-C**

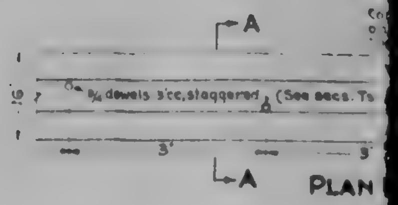
Islands on conc. pav.


Var.
Var.
See Sec. IsAC-A for details not shown
Place 1 sq. ft. rk. at weepholes
Cb. G
12"
12"
4"
Cb. G-45
1"x4" weeph. at all jts. in cb.
Resurf. where reqd
AC pav.
¾"x10" dowel
Final surf.
comp. earth fill
¾"x10" dowel
1"x4" weeph. at all jts. in cb.
Resurf. where reqd
AC pav.

HALF SEC. IsAC-D **HALF SEC. IsAC-45-D**

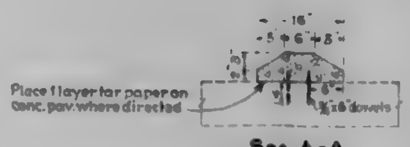
Islands on AC pav.

CONCRETE TRAFF


A
A
¾ dowels 3cc. staggered (See secs. Ts
3'

PLAN

NOTE: No
resurfac
Fin
Resurfacing


16"
5
6
5
Place 1 layer tar paper on conc. pav. where directed
¾x8 dowels

Sec. A-A

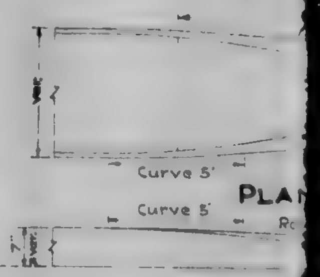
Ts-A

Traffic Separator on concrete pav.

TRANSITION FROM

TO CONC. TRAFF

DETAIL


Curve 5'
Curve 5'
Rc

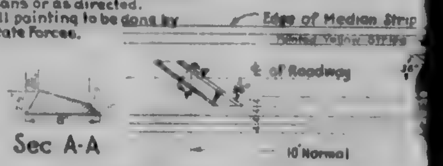
PLAN

ELEVAT

RAISED MA

DETAIL

NOTE:
1. Markers are sloped in opposite directions alternately.
2. Standard markers are shown, length varies where shown on plans or as directed.
3. All painting to be done by State Forces.

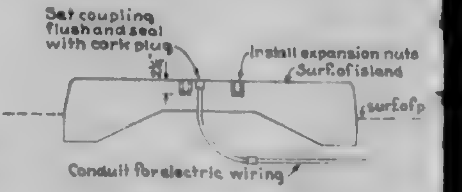

Edge of Median Strip
Painted Yellow Stripe
℄ of Roadway
10' Normal

Sec A-A

FASTENERS FOR BE

DETAIL

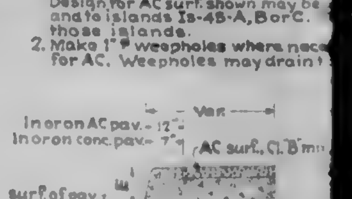
NOTE:
Location of Benjamin Lights as shown on plans
Number and size of conduits " " " "
Expansion nuts to be furnished by State and to be installed by contractor.


Set coupling flush and seal with cork plug
Install expansion nuts
Surf. of island
surf. of p
Conduit for electric wiring
A

Sec. A-A

COMPOSITE

NOTE: 1. Composite design shown is for is
Design for AC surf. shown may be
and to islands Is-45-A, B or C.
those islands.
2. Make 1" ϕ weepholes where nece
for AC. Weepholes may drain


Var.
In or on AC pav. - 12"
In or on conc. pav. - 7"
AC surf., Cl. "B" mi
surf. of pav.
¾" prem. fil
1" ϕ weep

HALF SEC. IsCp-A

(IsCp-B)
(IsCp-C)

RECEIVED
NOV 15 1955
FOR FILING

[illegible]
[illegible]

November 14, 1955

Request for extension of time
No. 3
December 19 and 20 meeting

Oregon State Highway Commission

Gentlemen:

Forwarded is a request from Funderburk Construction Co. and [illegible] Construction Co. for an extension of time on the [illegible] Creek Section, Contract No. 3805, from August 1, 1955 to October [illegible], 1955.

On January 18, 1955 you approved an extension on this contract to July 31, 1955, with no penalty to be assessed from August 31 to December 31, 1954, but the engineering penalty to be assessed from December 31, 1954 to the completion of the project, provided, however, the cost of the paving inspectors be not charged to the contractor.

I recommend the granting of this extension under the same conditions as above stated. Mr. [illegible] Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. Forrest Cooper

EAP hi

RECEIVED
NOV 8 1955
FOR FILING

BFI-110(7)

3805

November 7, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Depoe Bay-Miner Creek, Contract No. 3805, Oregon BFI-110(7), from August 1, 1955 to October 15, 1955, to Funderburk and Stoen Construction Companies, Contractors.

On December 22, 1954 you granted an extension on this contract to July 31, 1955, with the provision that no penalty would be assessed prior to December 31, 1954, and with the cost of paving inspectors being chargeable to the contractor, but otherwise that the usual penalty to be assessed until the time of completion.

I recommend that the concurrence in this extension with the same provisions.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

RECEIVED
OCT 27 1955
FOR FILING

October 26, 1955

U. S. Fidelity & Guaranty Co.
George C. Bottoms, Manager
201 Portland Trust Bldg.
Portland 4, Oregon

Dear Sir:

It is the intention of the State Highway Commission to release to Funderburk Construction Co. & Stoen Construction Co. a portion of the funds heretofore retained by the Commission on contract No. 3805, covering the Depoe Bay-Miner Creek Unit, Silets Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County.

This payment, in the amount of $73,759.32, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $44,821.32. The present payment will be released on or after November 5, 1955.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
OCT 21 1955
FOR FILING

October 19, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 10, 1955 on Contract No. 3305, Depoe Bay-Miner Creek Unit, Siletz Bay-Miner Creek Section, In Lincoln County, in connection with Federal Aid Project No. DF-110(7).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc: John Cattrall

DBP:ch

15 F-116 (7)

Form E-1—10M

RECEIVED
OCT 17 1955
ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 15, 1955

Section DEPOE BAY - MINER CREEK UNIT Siletz Bay - Miner Creek

Kind of work Grading & Paving

Highway Oregon Coast

Section prefix 21-1031

Contractor Funderburk Construction Co. & Stoen Construction Co.

Contract number 3805

Date of contract August 12, 1952

Date of completion ~~Oct~~ August 31, 1954

Date work started September 22, 1952

Estimated date of completion October 31, 1955

Project authorization $ 1,587,533.25

Exclusive of Engineering $ 1,487,015.33

Per cent of time elapsed 155.2 %

Estimated cost of completed project, exclusive of engineering $ 1,552,023.02

Per cent of contract completed, based on total contract price 99.9 %

Engineering authorization $ 100,518

Engineering cost to date $ 107,681, 107.1 %

Date project was completed Oct 10, 1955

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No work on this project

Cut slide developing at sta. 509. Fill slides occured at sta. 600 and at 675.

Slides are not, at present, endangering thepublic.

RECEIVED
OCT 1_ 1955
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
L. H. Young

NOTED
W. T. WRIGHT

Signed Kenneth Boardman by/ Cannon W. Jones

Address P O Box 37, Newport, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.62	4.62			4.62
Miles partially completed					
Miles completed	4.62	4.62			4.62
Total estimated quantities	1,186,249	104,350			18,466
Estimated quantities moved or placed to date	1,186,249	104,350			18,466
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Rain		
Tuesday	Showers		
Wednesday	Clearing		
Thursday	Clear & Warm		
Friday	Overcast		
Saturday			

RECEIVED
SEP 19 1955
FOR FILING

CF-110(1)

? SAE

September 15, 1955

Oregon State Highway Commission

Gentlemen:

We have been auditing cost records on the [illegible] Construction Company's contract No. [illegible], Depoe Bay-Otter Rock section of the Oregon Coast Highway. This company, we believe, will submit claims for additional compensation.

We wish to see, cost records as much up-to-date as possible, and to make a final check it will be necessary that one of our cost analysts go to Seattle, which is the headquarters of the [illegible] Construction Company. It is respectfully requested that you authorize out-of-state travel in the amount of [illegible] for George [illegible], cost analyst, to check the company's records in Seattle.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me

cc Mr. Oscar Cutler

FORM E-30X—50,000—10-54—79484

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 29, 1955

SUBJECT:

To: Mr. Forrest Cooper
Assistant Construction Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

We have been advised that the office records are now available for our inspection and checking for contract costs:

Stoen Construction Company, Seattle, Washington
Depoe Bay-Miner Creek, Contract No. 3805,
Lincoln County.

I am requesting out-of-state travel authority for George Kayser, Cost Analyst, who has handled the Stoen Construction Company job.

Estimated cost out-of-state is $33.00
Transportation to be by State Highway Department automobile.

Very truly yours,

Oscar Cutler

Oscar Cutler
Chief Cost Analyst

OC:of

Form A-[illegible]—5M—10-54

| BF-[illegible] (7)

OREGON STATE HIGHWAY DEPARTMENT

Price Agreement

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

[illegible] BAY - [illegible] CREEK UNIT

Project Name Siletz Bay - [illegible] Creek Date [illegible], 19[illegible]

Highway [illegible] Contract No. [illegible]

County Lincoln Prefix [illegible]

Contractor Funderburk & Stoen F. A. Project No. [illegible] (7)

Address 5210 E. 45th Str., Seattle, Wash. Price Agreement No. [illegible]

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done:

[illegible]

Locations by station numbers:

[illegible]

Names of pay items, estimated quantities and agreed prices:

Additional allowance for Quarry Run Rock in Base, Overrun Quantities.

[illegible] 31,3[illegible] Cu. Yd. of quarry run rock at $[illegible].50 per cu.yd. [illegible]

[illegible]

[illegible]

Specifications, basis of measurement and other provisions:

[illegible]

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the Assistant State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

This order does not constitute authority for expenditure until approved by the Assistant State Highway Engineer or State Highway Engineer.

Project authorization	$[illegible]	
Present estimate of project cost, including $[illegible] for work under this order	$[illegible]	
Expected ~~under-run~~ over-run (amount)	$[illegible]	
Expected ~~under-run~~ over-run (per cent)	[illegible]	

Space to right of this line is for use of Salem Office

Submitted by: [illegible]
Resident Engineer

Approval Recommended:
Division Engineer

Approval Recommended:
Construction—Bridge—Engineer

Signed: Funderburk & Stoen Const
by James G Forest, supt.
Contractor

Approved: [illegible]
State Highway Engineer

State Printing 79481

FORM E30—50M—2-55—62966

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 12, 1955

SUBJECT: **Depoe Bay - Miner Creek**
Contract #3805

To: H. G. Smith
Construction Engineer

Dear Sir:

Herewith is a price agreement which is the result of a conference between Mr. Milo Stoen of Stoen Construction Company, H. G. Smith, Construction Engineer, J. D. Walker, Division Engineer, and Kenneth Boardman, Resident Engineer, Depoe Bay-Miner Creek Project. The discussion resulted from the claim of Stoen Construction Company for additional compensation on an overrun of quarry rock used in base and in construction of grade through extremely wet and unstable sections of the project.

The original contract calls for the placing of 45,600 cubic yards of quarry run rock in the base at $1.00 per cubic yard, the material designed to come from two sources, one from widening of a cut on the old highway opposite Station 615 (new location), and the other a quarry located between existing highway and new location opposite Station 545.

In the process of the work extremely wet and unstable materials were encountered in the areas underlying roadbed from the beginning of the project, Station 430, to approximately Station 490. Construction of this area being further complicated by problems of constructing it under heavy traffic, it was found that the only possible means of stabilizing this soft subbase was by the use of large quantities of rock, and the decision was made to use sufficient of this material to insure a thoroughly stabilized section. This of course materially increased the rock base quantities from 45,600 cubic yards to 78,323 cubic yards, an increase of 32,723 yards.

In his bid Mr. Stoen states that he originally intended to take some 20,000 cubic yards from the quarry at Station 545 and the remainder from the one at Station 615.

Actually, approximately 30,000 cubic yards were removed from Station 545. This, however, depleted the small dice rock which could be reached economically, and as a more favorable rock source had developed during construction at approximately Station 609, the balance of the rock was taken from that source.

Heavy requirement of rock from Station 430 to 490 increased the haul and the uncertainty of just how much rock would be required to stabilize the section resulted in several separate blasting operations which Stoen claims also increased costs.

Mr. Stoen submitted cost analyses of the expenditures attendant to production of the additional yardage which show his costs varying from $1.36 to $1.73 per cubic yard for material in place.

Stoen's request for payment at the rate of $1.50 per cubic yard for the overrun of 32,723 cubic yards therefore does not appear unreasonable, and a price agreement is submitted herewith for your consideration.

In the discussion Mr. Stoen agreed that assessment of engineering charges as was outlined in the extension of time granted him was reasonable and advised that approval of the attached price agreement would constitute all of the claims for extra compensation that he considered due him.

The price agreement as made out covers payment of additional $.50 per cubic yard only, the original bid price of $1.00 being allowed in previous estimate.

Very truly yours,

J. D. Walker
Division Engineer

JDW:fm

Form E-61—20M—10-54

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

LABORATORY REPORT

Project	Depoe Bay - Miner Cr.			Prefix No.	21-1031
Highway	Oregon Coast			County	Lincoln
Contractor	Funderburk & Stoen Const. Co.	Contract No.	3805	F. A. Project No.	BR-110(7)
Submitted by	Kenneth Boardman			Date reported	June 30, 1955

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material	Calkins Quarry near Kernville	Sampled at	Crusher		
To be used	Base & Shoulder Surf.			Date received	June 20, 1955
Sampled by	G. L. Humiston			Quantity represented	100 c.y.

TEST RESULTS

Laboratory No. 366949
Data Sheet No. A-26897

Type of material Cr. Rock 1"-0" Square
Screen opening: To ¼": ....; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
1½	0	0	
1	4.2	4.2	
3/4	19.4	23.6	
½	25.0	48.6	
¼	25.4	74.0	
10	13.9	87.9	
40	6.5	94.4	
Pass	5.6	5.6	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	7	%
Manufactured fines		%
Liquid limit: Natural fines	30	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample ..is not.. suitable for use. Excess P.I. Insufficient material passing ¼".

TEST REPORT DISTRIBUTION:
☒ Bureau of Public Roads
☒ Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
☒ Division Engineer Walker
☒ Resident Engineer Boardman
Dist. Maint. Supt.
Foreman
☒ Geology and Soils
☒ Files
☒ W. C. Williams

Engineer of Materials

State Printing 79625

Form E-61—30M—10-54

C GON STATE HIGHWAY DEPARTM T
Materials Division

LABORATORY REPORT

Project	Depoe Bay - Miner Cr.	Prefix No.	21-1031
Highway	Oregon Coast	County	Lincoln
Contractor	Funderburk & Stoen Const. Co. Contract No. 3805	F. A. Project No.	BF-110(7)
Submitted by	Kenneth Boardman	Date reported	June 30, 1955

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Calkins Quarry near Kernville

Sampled at Crusher

To be used Base & Shoulder Surf.

Sampled by G. L. Huniston

Date received June 28, 1955

Quantity represented 100 c.y.

TEST RESULTS

Laboratory No. 366949

Data Sheet No. A-26897

Type of material Cr. Rock 1"-0"

Screen opening: To ¼": ....; ¼" and below: Square: Square

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
1½	0	0	
1	4.2	4.2	
3/4	19.4	23.6	
½	25.0	48.6	
¼	25.4	74.0	
10	13.9	87.9	
40	6.5	94.4	
Pass	5.6	5.6	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	7	%
Manufactured fines		%
Liquid limit: Natural fines	30	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample ..is not.. suitable for use. Excess P.I. Insufficient material passing ¼".

TEST REPORT DISTRIBUTION:

- X Bureau of Public Roads
- X Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- X Division Engineer Walker
- X Resident Engineer Boardman
- Dist. Maint. Supt.
- Foreman
- X Geology and Soils
- X Files
- X W. C. Williams

Engineer of Materials

State Printing 79625

[illegible] 110 (7)

Form A-169—5M—5-54

OREGON STATE HIGHWAY DEPARTMENT

Price Agreement

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

[illegible]

Project Name [illegible] Date [illegible], 19

Highway [illegible] Contract No. [illegible]

County [illegible] Prefix [illegible] 1031 ~~[illegible]~~

Contractor [illegible] F. A. Project No. [illegible] 110 (7)

Address [illegible] Price Agreement No. [illegible]

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done:

[illegible]

Locations by station numbers:

[illegible]

Names of pay items, estimated quantities and agreed prices:

[illegible]

Specifications, basis of measurement and other provisions:

[illegible]

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the Assistant State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

This order does not constitute authority for expenditure until approved by the Assistant State Highway Engineer or State Highway Engineer.

Project authorization . . . . $ [illegible]

Present estimate of project cost, including $ .... for work under this order $

Expected under-run over-run (amount) . . . . . . $

Expected under-run over-run (per cent) . . . . .

Space to right of this line is for use of Salem Office

Submitted by: [illegible] Resident Engineer

Approval Recommended: Division Engineer

Approval Recommended: Construction—Bridge—Engineer

Signed: [illegible] Contractor

Approved: Deputy State Highway Engineer

State Printing 75984

Noted R. L. May/EH

FORM E-90 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Newport, Oregon
June [illegible], 1955

SUBJECT: Extra Work Order for completion of R/W obligation to Milton Stennett. R/W 4198 Legal 1993, Depoe Bay-Miner Creek Unit of U.S. 101.

To: Mr. J.N. Walker
Division Engineer
State Highway Bldg.
Salem, Oregon

RECEIVED
JUN - 7 1955
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

Dear Sir:

Attached herewith please find proposed Extra Work Order for completing terms of condemnation stipulation, Legal 1993 and R/W file number 4198, Milton Stennett, Depoe Bay-Miner Creek Unit of Siletz Bay-Miner Creek Section of the Oregon Coast Highway. Property lying westerly of Sta. 482+85–Sta. 484+60. The Legal Department advises via telephone that they are completing arrangements for disposition of the sign moving.

You will note that 45 tons of asphaltic concrete have been included in this order. This is to be used for placing 1½ inches on the parking area. Settlement terms state "surfaced". However the original surface was an Oil Mat and it is almost a certainty that the owner will demand more than a gravel surface.

The contractor has requested that the new concrete sidewalk be installed under the same bid item for Concrete Curbs at $40.00 per cubic yard due to the small quantity of concrete involved and the close proximity of the building and fitting new pavement to the [illegible]. This price also takes care of any necessary excavation under the terms of the general specifications.

Yours very truly,
Kenneth Boardman
Kenneth Boardman
Resident Engineer

RECEIVED
MAR 25 1955
FOR FILING

report received

March 4, 1955

Stoen Construction Company
dba/Funderburk-Stoen Construction
Company
2210 East 95th Street
Seattle 5, Washington

Attention: Mr. James G. Forrest, Supt.

Gentlemen:

This will acknowledge receipt of your letter of March 2, 1955 requesting that reconsideration be given to the matter of penalizing you for failure to complete your contract, No. 3805, Depoe Bay-Miner Creek Unit, within the time limit specified in the contract for such completion.

I am referring your letter to the State Highway Engineer, Mr. R. H. Baldock, When action has been taken on this request you will be informed.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: R. H. Baldock

STOEN CONSTRUCTION CO.

General Contractors

PHONE: Fillmore 0444

2210 East 95th Street
SEATTLE 5, WASHINGTON

2 March 1955

Oregon State Highway Commission
Salem, Oregon

Att: Mr. H. B. Glaisyer, Secretary

Ref: Oregon State Highway Dept., Contract #3805
Depoe Bay-Miner Creek Unit

Sub: Time extension

Gentlemen:

In reply to your letter of 28 January, 1955, granting an extension of time on the above referenced project, we wish to ask for your reconsideration of our request.

In view of the fact that the over-all contract will exceed the original contract by approximately 14% and that the major portion of this excess involved earthwork which could not be done in the late season in time for completion, we feel the extension should have been granted without penalty, as requested.

On the Quarry-run Rock for Base, this item had already exceeded the estimate by 30% when we were requested to discontinue its placement because of the wet condition of the sub-grade.

Also, there was one portion of the project on which the right-of-way had not been secured when we discontinued our operations in November. We were asked by the Resident Engineer to hold off on the Otter Rock access road until right-of-way was obtained. At the time of our shut down this still had not been obtained and therefore there was no possibility of its completion in 1954.

Further, it was generally agreed by the representatives of the Highway Department that it was for the good of the job to allow it to stand over the winter because of the possibilities of slides in the cutbank areas and of settlement of the fills.

(Cont'd to Page 2)

ACKNOWLEDGED
H. B. GLAISYER

STOEN CONSTRUCTION CO.

General Contractors

PHONE: Fillmore 0444

2210 East 95th Street
SEATTLE 5, WASHINGTON

2 March 1955

Page 2-
cont'd.

Slides did occur in the cuts during the winter and would have even though the project had been completed. We feel that it is unfair to assess a penalty for engineering costs on work that would have been necessary to do in any event.

Thanking you for your consideration of these additional reasons for an extension of time, we remain

Very truly yours,

STOEN CONSTRUCTION COMPANY
dba/Funderburk-Stoen
Construction Company

James G. Forrest
James G. Forrest, Supt.

JGF/at
cc:
Kenneth Boardman
Resident Engineer

RECEIVED
MAR 2 1955
STATE [illegible]

RECEIVED
MAR 4 1955
FOR FILING

11-11(7)

[illegible]

Salem, Oregon
March 3, 1955

Mr. Forrest Cooper

Mr. Craig of the McCormick & Baxter Creosoting Company was in saying that the R. & M. Construction Company, which company apparently is building the guard rail on the Depoe Bay-Miner Creek Section, has approached them regarding furnishing timber guard rail posts. Our specifications on this project call for either concrete or steel, and the bids were received on that basis. I told Mr. Craig that we did not favor any substitution on this contract and that it should proceed in accordance with the way it was bid.

G. S. Paxson

GSP:gm

cc J. D. Walker

NOTED
G. S. PAXSON

RECEIVED
MAR 1 1955
FOR FILING

February 28, 1955

Mr. Denton G. Burdick, Jr.
c/o Cake, Jaureguy & Hardy
Attorneys at Law
1220 Equitable Building
Portland 4, Oregon

Dear Mr. Burdick:

Reply is made to your letter of February 26, 1955 inquiring as to the present status of claims outstanding against State Highway Contract 3805, grading and paving the Depoe Bay-Miner Creek Unit, Siletz Bay-Miner Creek Section of Oregon Coast Highway, Lincoln County, awarded to Funderburk Construction Company and Stoen Construction Company.

I have checked the records and find that all of the claims that were filed with the State Highway Commission as of today have been satisfied. Accordingly there are none outstanding in our records.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

3 copies of this letter attached hereto as requested
HBG

CAKE, JAUREGUY & HARDY
ATTORNEYS AT LAW
1220 EQUITABLE BUILDING
PORTLAND 4, OREGON
CAPITOL 1323

RALPH H. CAKE
NICHOLAS JAUREGUY
HERBERT C. HARDY
HAROLD B. HUTCHINSON
DWIGHT L. SCHWAB
DENTON G. BURDICK, JR
JOHN H. BUTTLER
JONATHAN U. NEWMAN
ROBERT C. WALL

February 26, 1955

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Contract and Bond No. 3805-
[illegible]-Miner Creek Unit

Dear Mr. Glaisyer:

You will recall that you were kind enough to furnish the parties in certain information arising under the above contract, with a list of the outstanding claims that have been filed against the general contractor's bond in the above matter.

I have received copies of correspondence which I believe satisfies all of the claims that have been filed. I would appreciate it, if that is the case, if you would write me a letter advising me as to the present status of the claims against the general contractor's bond. It would be appreciated if you could send me four copies of the letter as I wish to supply one to my client, United States Fidelity & Guaranty and Stone Construction Co.

Your courtesy will be appreciated.

Very truly yours,

CAKE, JAUREGUY & HARDY

By Denton G. Burdick, Jr.

DGB:el
cc Stephen [illegible]
Attorney at Law
Pacific Bldg.
Portland, Ore.

RECEIVED
FEB 28 1955
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

RECEIVED
FEB 21 1955
FOR FILING

BF-110(7)

February 18, 1955

Pacific Telephone and Telegraph Company
410 N. E. Clackamas Street
Portland, Oregon

Attention: Mr. R. E. Anderson

Gentlemen:

This is your authority to proceed with the moving of your pole line located on private property on the Depoe Bay-Miner Creek Section of the Oregon Coast Highway, in accordance with your estimated cost of $6,800.00.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

JDW:AM

cc Mr. H. G. Smith
Mr. J. D. Walker

RECEIVED
FEB 21 1955
FOR FILING

8T-11A (7)

Lewis

February 17, 1955

United States Fidelity and Guaranty Company
201 Portland Trust Building
Portland, Oregon

Attention: Mr. George C. Bottoms

Gentlemen:

A letter has been forwarded to this office by the Secretary of State from Howard-Cooper Corporation. This letter states that their claim in the amount of $1,319.67, filed against Contract No. 3805 awarded to Funderburk Construction Company and Stoen Construction Company for work on the Depoe Bay-Miner Creek Unit of the Oregon Coast Highway, has been satisfied.

This information is furnished as your company appears as surety on the performance bond furnished with this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - Funderburk Construction Co. and
Stoen Construction Company
Sutherlin, Oregon

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

[illegible]

3805

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Lee O Stephens

[illegible]

RECEIVED
FEB 17 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

HOWARD COOPER

February 15, 1955

Earl T. Newbry
Secretary of State
Salem, Oregon

Re: Earth Movers and/or Koppisch
Construction Company, and
Glen Falls Indemnity Company
Depoe Bay Minor Creek Section
Contract No. 3805

Dear Sir:

On January 28th this firm filed against the bond of the Koppisch Construction Company, which is written by the Glen Falls Indemnity Company, to secure payment of labor and materials on the Depoe Bay Minor Creeck Section, State contract number 3805, Federal Aid number 211031.

The amount of this claim was filed for $1,319.67. This is to inform you that settlement for this claim was received on February 14, 1955, and this communication therefore is to request that this contractor and the bonding company be relieved of any further liability.

Yours very truly,

HOWARD-COOPER CORPORATION

H. A. Lehman
Credit Manager

HAL/fb

cc Stephen W. Matthieu

FILED
FEB 16 1955
EARL T. NEWBRY
SECRETARY OF STATE

RECEIVED
FEB 16 1955
EARL T. NEWBRY

NOTED ON CARD

FEB 18 1955

Lewis

February 15, 1955

United States Fidelity and Guaranty Co.
201 Portland Trust Building
Portland, Oregon

Attention: Mr. George C. Bottoms
Manager

Gentlemen:

We have received a letter from E. A. White Company in which they advise that their claim against Earth Movers, Inc., in the sum of $853.53 has been paid. This claim was filed against Earth Movers, Inc., as subcontractors to Funderburk Construction Company and Stoen Construction Company on Contract No. 3805 and concerning which we first notified you on January 7, 1954.

We also have a letter from Earth Movers, Inc., advising that their claim against Contract No. 3805 has been satisfied.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

cc - Funderburk Construction Co. and
Stoen Construction Co.
Sutherlin, Oregon

NOTED ON CARD

Lewis

FEB 18 1955

EF -110 (7)

3805

February 15, 1955

Mr. Stephen W. Matthieu
Attorney at Law
Pacific Building
Portland 4, Oregon

Dear Sir:

Thank you for your letter of February 11 to which was attached a letter from E. A. White Company and a letter from Earth Movers, Inc., stating that their claims against Contract No. 3805 have been satisfied.

We will notify the surety and the contractor that these letters have been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

NOTED ON CARD

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
PACIFIC BUILDING
PORTLAND 4, OREGON

February 11, 1955

Oregon State Highway Commission
Salem, Oregon

Re: Public Contract No. 3805

Gentlemen:

I herewith enclose the following:

1. A letter from Earth Movers, Inc. releasing any claim against the bond given by the prime contractor and the United States Fidelity and Guaranty Company in connection with the above contract.
2. A letter from E. A. White Company showing that it has been paid its claim of $853.53 filed against the above contract.

Very truly yours,

Stephen W Matthieu

SWM:ceo

cc: Denton G. Burdick, Jr.
Equitable Bldg.
Portland, Oregon

Arno H. Denecke
Board of Trade Building
Portland, Oregon

A. F. Koppisch
Box 327
Astoria, Oregon

NOTED ON CARD

[illegible]

RECEIVED
FEB 14 1955
OREGON
STATE HIGHWAY COMMISSION

Portland, Oregon
February 11 , 1955.

Secretary of State
Salem, Oregon

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: Contract No. 3805

Your records will show that the undersigned filed a claim or claims with the Secretary of State for moneys allegedly due the undersigned in connection with labor and materials furnished in connection with the performance of the above contract.

This is to advise you that all claims of the undersigned, including any claim to amounts retained by you pending the completion of the above contract, have been satisfied in full, and any and all claims previously filed by us with the Secretary of State or your office are hereby withdrawn.

Very truly yours,

EARTHMOVERS, INC.,

By A. F. Koppisch
Pres.

[illegible] ON CARD

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
PACIFIC BUILDING
PORTLAND 4, OREGON

February 8, 1955

Oregon State Highway Commission
Salem, Oregon

Secretary of State
Salem, Oregon

Gentlemen:

Re: Earth Movers, Inc.

The undersigned, E. A. White Company, Box 188, Newport, Oregon, does hereby acknowledge that it has received payment in full of its claim against Earth Movers, Inc, subcontractor, of the sum of $853.53, for tires and cable furnished to Earth Movers, Inc. in connection with State Highway Contract No. 3805 for work done on the Depoe Bay-Miner Creek Unit of the Siletz Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County, Oregon, and has no other claim against either Earth Movers, Inc. or the bond in connection with said highway project.

E. A. WHITE COMPANY

BY E. A. White

SWM:ceo

NOTED ON CARD

FEB 17 [illegible]

[illegible]

files

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

NOTED
FLOYD QUERY

Geo. Stephens

RECEIVED
FEB 16 1955
OREGON
STATE HIGHWAY COMMISSION

FEB 17 1955

Portland, Oregon
February 11 , 1955.

Secretary of State
Salem, Oregon

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

NOTED
FLOYD QUERY

Re: Contract No. 3805

Your records will show that the undersigned filed a claim or claims with the Secretary of State for moneys allegedly due the undersigned in connection with labor and materials furnished in connection with the performance of the above contract.

This is to advise you that all claims of the undersigned, including any claim to amounts retained by you pending the completion of the above contract, have been satisfied in full, and any and all claims previously filed by us with the Secretary of State or your office are hereby withdrawn.

Very truly yours,

EARTHMOVERS, INC.,

By Pres.

FILED
FEB 14 1955
EARL T. NEWBRY
SECRETARY OF STATE

RF- [illegible]

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
PACIFIC BUILDING
PORTLAND 4, OREGON

February 8, 1955

Oregon State Highway Commission
Salem, Oregon

Secretary of State
Salem, Oregon

NOTED
FLOYD QUERY

Gentlemen:

Re: Earth Movers, Inc.

The undersigned, E. A. White Company, Box 188, Newport, Oregon, does hereby acknowledge that it has received payment in full of its claim against Earth Movers, Inc, subcontractor, of the sum of $853.53, for tires and cable furnished to Earth Movers, Inc. in connection with State Highway Contract No. 3805 for work done on the Depoe Bay-Miner Creek Unit of the Siletz Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County, Oregon, and has no other claim against either Earth Movers, Inc. or the bond in connection with said highway project.

E. A. WHITE COMPANY

BY E. A. White

SWM:ceo

FILED
FEB 14 1955
EARL T. NEWBRY
SECRETARY OF STATE

RECEIVED
FEB 8 1955
FOR FILING

B1-11-171
[illegible]

February 7, 1955

United States Fidelity and Guaranty Co.
201 Portland Trust Building
Portland, Oregon

Attention: Mr. George C. Bottoms

Gentlemen:

We have received a letter from Signal Oil Company, dated February 3, 1955, stating that their company is withdrawing its claim against Earth Movers, Inc., for petroleum products furnished on Contract No. 3506, awarded to Funderburk Construction Company and Stoen Construction Company for grading and paving the Depoe Bay-Miner Creek Unit of the Oregon Coast Highway in Lincoln County. Their claim is in the sum of $2,060.17.

It is our understanding that Earth Movers, Inc., acted as subcontractors on this job.

We provide this information as your company appears as surety on the performance bond furnished for this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

cc - Funderburk Construction Co. and
Stoen Construction Co.
Sutherlin, Oregon

Earth Movers, Inc.
P. O. Box 327
Astoria, Oregon

NOTED ON CARD

RECEIVED
FEB 8 1955
FOR FILING

[illegible]

Lewis

February 7, 1955

Signal Oil Company
500 Securities Building
Seattle 1, Washington

Attention: Mr. H. M. Brace

Gentlemen:

Thank you very much for your letter of February 3 notifying us that your company has withdrawn its claim against Earth Movers, Inc., on Contract No. 3805 in the amount of $2,060.17.

Your letter will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

NOTED ON CARD

SIGNAL OIL COMPANY

500 SECURITIES BUILDING

SEATTLE 1, WASHINGTON

February 3, 1955

Oregon State Highway Department
% Mr. H. B. Glaizer, Secretary
Salem, Oregon

Re: Materialman's Claim
Lincoln County Road Contract
No. 3805 - File No. 3439

Gentlemen:

This is to notify you that the Signal Oil Company is withdrawing its claim against subject contract and Earthmovers, Inc. (contractors), placed with you on February 2, 1954.

Our entire account of $2060.17 has been paid in full.

Very truly yours,

SIGNAL OIL COMPANY

H M Brace

H. M. BRACE
District Credit Manager

HMB:nd

RECEIVED
FEB 4 1955
FOR FILING

February 3, 1955

Mr. A. H. Denecke
Attorney in Fact
Glens Falls Indemnity Company
Board of Trade Building
Portland 4, Oregon

Dear Mr. Denecke:

In our telephone conversation yesterday you asked me to give you a list of the claims that have been filed with the State Highway Department against State Highway Contract No. 3805, awarded to Funderburk Construction Company and Stoen Construction Company, for grading and paving the Depoe Bay-Miner Creek Unit, Siletz Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County. There follows such a list of the unsatisfied claims that are on file in this office:

(1) Claim of Earth Movers, Inc. According to the claim that was filed with the Secretary of State on February 12, 1954 there was currently due this company the sum of $24,363.93, but the company reserved to itself the right to make further claim in the sum of $17,854.32.

(2) Claim of Signal Oil Company in the sum of $2,060.17. This claim was filed in the Secretary of State's office on January 28, 1954.

(3) Claim of Howard Cooper Corporation against Koppisch Construction Company, subcontractors, representing tractor rental, parts furnished and service rendered in the sum of $1,319.67.

(4) Claim of E. A. White Company against Earth Movers, Inc., subcontractors, in the sum of $853.53 for tires and cable furnished to this job.

REFERRED TO Jenny & Mrs. Lewis
BY SECRETARY

We have no record of any additional unsatisfied claims against this job.

As requested I enclose a copy of this letter for Mr. Burdick.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: Mr. Denton Burdick, Jr.

RECEIVED
JAN 31 1955
FOR FILING

January 26, 1955

Funderburk Construction Co. &
Stoen Construction Co.
Sutherlin, Oregon

Gentlemen:

The State Highway Commission at its meeting held on January 18 had under discussion your request for an extension of time from August 31, 1954 to July 31, 1955 within which to complete your contract No. 3805, covering the Depoe Bay-Miner Creek Unit, Siletz Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County.

The State Highway Commission granted you an extension of time from August 31, 1954 to December 31, 1954 without penalty but an assessment of engineering costs will be assessed as penalty from December 31, 1954 until completion of the project. The cost of paving inspectors will not be chargeable to you, however. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. D. Walker,
Division Engineer

Kenneth Boardman,
Resident Engineer

H. O. Smith,
Construction Engineer

RECEIVED
JAN 21 1955
FOR FILING

January 21, 1955

Mr. Larry Bufton
219 N. E. 22nd Ave.
Portland, Oregon

Dear Sir:

Complying with your recent request by telephone, we are mailing you today photostats of our records on State Highway Contract No. 3805, Depoe Bay-Miner Creek Unit, Siletz Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County, as follows:

Vouchers 1 to 24 inclusive.
Price Agreements No. 1 to 11 inclusive.
Subcontract, Funderburk & Steen with Lockyear & White.

Also a copy of a letter from the Resident Engineer to Steen Construction Co. requesting schedule of construction plans, equipment to be used and completion dates on the project.

An invoice in the amount of $13.00 for this service will be sent to Mr. Stephen Matthieu, as you requested.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

cc: Stephen Mattieu
308 Pacific Building
Portland, Oregon

DBP:bb

RECEIVED
JAN 21 1955
FOR FILING

January 20, 1955

Kenneth Boardman
Resident Highway Engineer
P. O. Box 37
Newport, Oregon

Dear Sir:

With regard to the Stoen-Koppish case, Contract No. 3805, Mr. May advises that if your diaries are to be impounded by the Court, the most you can do is to request consent of the attorneys for both sides to a substitution of copies of the portions of the diaries that are involved.

For your information, we are letting Mr. Dufton have copies of the price agreements and monthly estimate vouchers.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:eh

cc: J. D. Walker

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

To:

SUBJECT:

Salem, Oregon
January 13, 1955

Contract No. 3805

Memorandum to file

NOTED
W. C. WILLIAMS

On this date I called the office of Mr. Kenneth Boardman, Resident Engineer at Newport, Oregon, in order to discuss with him the matter of making available to certain attorneys documents which he has pertaining to the above contract. Mr. Boardman was not in the office. However, I spoke to Mr. Jones, of his office, and advised him as follows:

When requested by the persons listed below, Mr. Boardman should permit them to examine all entries in his diary and in the records which he has concerning Contract No. 3805, including sectional drawings of cuts and fills pertaining to the following:

1. Earth and rock moving by Earth Movers, Inc., and Stoen-Funderburk Construction Company.
2. Earth and rock moving by R. A. Heintz.
3. Installation of box culvert by Lockyear & White.

The above information should be made available to Mr. Stephen Matthews and Mr. Middleton, attorneys for a subcontractor, and to Mr. Larry Buffington, Engineer for Matthews and Middleton.

The information should also be made available to Denton Burdick, attorney for another subcontractor, and Mr. Larry Supove, Engineer for Mr. Burdick.

ROBERT L. MAY, JR.
Assistant Counsel

RLM:avh
cc - W. C. Williams
W. W. Stiffler
Kenneth Boardman

RECEIVED
JAN 11 1955
FOR FILING

January 11, 1955

Mr. Stephen Matthieu
308 Pacific Building
Portland, Oregon

Dear Sir:

Complying with the request by telephone of Mr. Larry Bufton, on January 4, 1955, we are mailing you today photostat copies of Field Estimates 21, 22, 23 and 24 on State Highway Contract No. 3805, Depoe Bay-Miner Creek Unit, Siletz Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County.

An invoice in the amount of $7.80 for this service will follow.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:ia

cc: Mr. Larry Bufton
219 N.E. 22nd Ave.
Portland, Oregon

RECEIVED
FOR FILING
R F

December 27, 1954

Oregon State Highway Commission

Request for extension of time
No. 9
January 18 and 19 Meeting

Gentlemen:

Herewith is a request from Funderburk & Stoen for an extension of time on the Depoe Bay-Miner Creek Contract No. 3805, from August 31, 1954 to July 31, 1955.

Extreme weather conditions during the period of this contract have seriously held up the contractor and it has been a difficult project to operate due to heavy traffic during the construction season. However, the contractor on this project has been dilatory in the prosecution of this work and we do not believe that he should be relieved of all penalty. Therefore, based on the fact that we did have a very bad construction season during 1954, we recommend an extension of time without penalty until December 31, 1954 and the assessment of engineering penalty from December 31 until completion of the project, provided, however, that the cost of paving inspectors will not be chargeable to the contractor. This expense would have been the same if incurred during the permissible time limit, and I feel, therefore, that it should not be assessed but that all other engineering costs should be paid by the contractor after December 31, 1954 until the job is completed.

Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

EAP:jv fp

RECEIVED
DEC 15 1954
FOR FILING

December 13, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Depoe Bay-Miner Creek Contract No. 3805, Oregon BF-1l0 (7), from August 31, 1954 to July 31, 1955, to Funderburk & Stoen, contractors.

Extreme weather conditions during the period of this contract have seriously held up the contractor. It has been a difficult project to operate due to heavy traffic during the construction season. However, the contractor on this project has been dilatory in the prosecution of his work, and we do not believe that he should be relieved of all penalty. Therefore, based on the fact that we did have a very bad construction season during 1954, we recommend an extension of time without penalty until December 31, 1954. We recommend assessment of engineering penalty from December 31 until completion of the project, provided, however, that the cost of paving inspectors will not be chargeable to the contractor. This expense would have been the same if incurred during the permissible time limit, and we feel, therefore, that it should not be assessed, but all other engineering costs should.

Will you kindly concur in the extension of time on this basis?

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

WCW:me

cc Mr. H. G. Smith

RECEIVED
DEC 13 1954
FOR FILING

December 13, 1954

Mr. Ed Fisher
The Rio-Mar
Wecoma Beach, Oregon

Dear Mr. Fisher:

This is in reply to your letter of December 9th in which you state that a hole was poked in your muffler on a stretch of new construction near Depoe Bay. It appears that the contract to which you refer is our No. 3805, awarded to Funderburk Construction Company and Stoen Construction Company for grading and paving the Depoe Bay-Miner Creek Unit of the Oregon Coast Highway in Lincoln County.

We have been forwarding vouchers and warrants for this contract to Stoen Construction Company, 2210 East 95th Street, Seattle, Washington.

As there is some question as to whether the accident occurred on this job due to the fact that your letter does not indicate which direction from Depoe Bay, we are returning your statement to you so that if it applied to the contract mentioned you can forward it.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm 12/10
Enc.

3805

For Reservations
Phone Delake 3236

The Rio-Mar
Deluxe Motor Apartments
Mr. and Mrs. Ed Fisher
WECOMA BEACH, OREGON 12 - 9 - 54

State Highway Dept.
Salem, Oregon.

Gentlemen:- Several weeks ago I drove over a stretch of new construction beyond Depot Bay and poked a hole in my muffler and had to have it replaced. I was told to send bill to contractor but don't know the address, would you please forward this to contractor.

Yours truly
Ed. Fisher

RECEIVED
DEC 10 1954
OREGON
STATE HIGHWAY COMMISSION

Only 87 Miles Southwest of Portland on Oregon Coast Highway, U. S. 101

RECEIVED
OCT 7 - 1954
FOR FILING

October 6, 1954

United States Fidelity & Guaranty Co.
[illegible] Portland Trust Building
Portland, Oregon

Gentlemen:

A letter has been received from Kuckenberg Construction Company in which they state that their claim against Koppisch Construction Company in the sum of $923.47 has been paid. Their claim was for rental of equipment furnished to Koppisch Construction Company who acted as subcontractors on Contract No. 3[illegible]05 awarded to Funderburk Construction Company and Stoen Construction Company for grading and paving the Depoe Bay-Miner Creek Unit of the Oregon Coast Highway in Lincoln County.

This information is provided as your company appears as surety on the performance bond furnished with the contract mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc - Funderburk Construction Co. &
Stoen Construction Co.
Sutherlin, Oregon

Koppisch Construction Co.
P. O. Box 327
Astoria, Orego

NOTED ON CARD
10-6-54

RECEIVED
OCT 7 - 1954
FOR FILING

Lewis

October 6, 1954

Kuckenberg Construction Company, Inc.
P. O. Box 7407
Portland 20, Oregon

Attention: Mr. LeRoy Mason

Gentlemen:

Thank you for your letter of October 5 in which you state that you have received a check in the sum of $928.47 from Koppisch Construction Company in payment of your claim against them as subcontractors on State Highway Contract No. 3805.

We will advise the principal contractor; Koppisch Construction Company, subcontractor; and the surety that your letter has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

WAC:mdm

NOTED ON CARD

10-6-54

KUCKENBERG CONSTRUCTION CO.
GENERAL CONTRACTORS
P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET

BUS. PHONE:
KEnwood 7533

PORTLAND 20, OREGON

October 5, 1954.

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: Contract 3805.

Sometime ago we wrote you with reference to balance due us for rental of equipment by Koppisch Construction Company on Depoe Bay-Miner Creek Unit of the Oregon Coast Highway, Contract #3805 in the sum of $928.47.

We wish to advise you we have received check from the Koppisch Construction Company for the above amount which closes this account.

Thanking you for your co-operation in this matter.

Very truly yours,

KUCKENBERG CONSTRUCTION COMPANY INC.

LeRoy Mason

LeRoy Mason, Office Manager.

LM:gl
cc: Earl T. Newbry
Secretary of State

RECEIVED
OCT 6 1954
OREGON
STATE HIGHWAY COMMISSION

10-5-54 gl

RECEIVED
AUG 27 1954
FOR FILING

PF-110(7)

August 26, 1954

Oregon State Highway Commission

Gentlemen:

It is with considerable concern that I must report to you an overrun of project authorization on contract No. 3305, Depoe Bay-Otter Crest Section of the Oregon Coast Highway, of approximately 12 per cent, which, in money value, is $174,000.

We have been plagued by construction difficulties on this section, including a major slide removal which involved 96,000 yards, at a unit price of 55 cents, resulting in a cost of approximately $53,000. On the steep hillside north of Otter Crest we were unable to retain high fills on the sloping hillside and were forced to move the line into the hill in rock excavation, which increased the cost approximately $50,000. Many of the materials encountered were unsuitable for permanent slope construction, and it was necessary to blanket such earth slopes with heavy rock. To do this a solid rock cut was daylighted, and the excavation of these materials and placement thereof resulted in an additional cost of $37,000. These, added to some minor overruns, including the paving of the shoulders, raised the total overrun to the above-mentioned $174,000.

This matter will be on the next agenda, and it is respectfully requested that you authorize an additional project authorization on Contract No. 3305 in the amount of $174,000.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. S. H. Probert
Mr. H. G. Smith
Mr. C. H. Maison

WCW:me fp

RECEIVED
AUG 26 1954
FOR FILING

August 25, 1954

Mautz, Souther, Spaulding, Denecke & Kinsey
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Attention: Mr. John L. Schwabe

Gentlemen:

As requested in your letter of August 24 we are forwarding by separate mail a certified copy of Contract and Bond No. 3805 awarded to Funderburk Construction Company and Stoen Construction Company.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

Floyd
Has this claim been recorded
on Mrs Lewis' card?
HSS

[illegible]

NOTED
H. B. GLAISYER

ROBERT T. MAUTZ
CALVIN N. SOUTHER
BRUCE SPAULDING
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
JOHN R. SABIN

MAUTZ, SOUTHER, SPAULDING, DENECKE & KINSEY
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

R. W. WILBUR
1892-1952
H. B. BECKETT
1912-1950

August 24, 1954

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer
Secretary

Dear Sir:

Please send us a copy of the U. S. Fidelity and Guarantee Penal Bond covering the work of Koppisch Construction Company, under subcontract of Funderburk Construction Company and Stoen Construction Company, State Contract No. 3805.

I enclose herewith the affidavit of Mr. Henry Kuckenberg in compliance with Section 279.524, Oregon Revised Statutes.

Please forward us copies of the contract and bond.

Yours very truly,

John L. Schwabe
John L. Schwabe

JLS:nt
Encls.

REFERRED TO
BY SECRETARY

RECEIVED
AUG 25 1954
OREGON
STATE HIGHWAY COMMISSION

AFFIDAVIT

STATE OF OREGON }
County of Multnomah } ss.

I, HENRY KUCKENBERG, being first duly sworn, depose and say:

That I am the president of Kuckenberg Construction Company, a corporation, and that the said Kuckenberg Construction Company has supplied materials to the Koppisch Construction Company, subcontractor of Funderburk Construction Company and Stoen Construction Company, in connection with the performance by the aforesaid construction companies of their work on the Depoe Bay Miner Creek Unit of the Oregon Coast Highway in Lincoln County, Oregon, Contract No. 3805; that payment for said materials and equipment has not been made and that the amount owing to the said Kuckenberg Construction Company for said materials and equipment is $928.47.

Henry Kuckenberg

Subscribed and sworn to before me this 23 day of August, 1954.

Le Roy D Mason
Notary Public for Oregon
My Commission Expires:

NOTARY PUBLIC FOR OREGON
My Commission Expires

RECEIVED
JUL 19 1954
FOR FILING

July 16, 1954

Kuckenberg Construction Company
P. O. Box 7407
Portland 20, Oregon

ATTENTION: LeRoy Mason
Office Manager

Dear Sir:

Completion of contract No. 3805 awarded to the Funderburk Construction Company and Stoen Construction Company for work on the Depoe Bay-Miner Creek Unit of the Oregon Coast Highway, is expected to be completed about the last of November, 1954.

This is in reply to your letter of July 13th making inquiry regarding this job.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc

Floyd
Do you have record of the claim?

Yes - it has also been filed with the Secty of State FE

NOTED
H. B. GLAISYER

KUCKENBERG CONSTRUCTION CO.
GENERAL CONTRACTORS
P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET
PORTLAND 20, OREGON

BUS. PHONE:
KENWOOD 7533

July 13, 1954.

Mr. Earl T. Newbry
Secretary of State
Salem, Oregon

Re: Contract #3805
File #3443

Gentlemen:

We have filed claim for rental of one Ripper in the sum of $928.47 against the bond taken from U. S. Fidelity & Guaranty Company, Surety, and Koppisch Construction Company, sub-contractor of Funderburk Construction, Stoen Construction Company, Principal, for the work on the DePoe Bay Miner Creek Unit of the Oregon Coast Highway in Lincoln County.

Will you kindly advise us when completion of this contract is expected.

Very truly yours,

KUCKENBERG CONSTRUCTION COMPANY INC.

LeRoy Mason

LM:gl

LeRoy Mason, Office Manager.

SECRETARY OF STATE
RECEIVED
JUL 14 1954
EARL T. NEWBRY

Referred to Highway Comm. ✓
Secretary of State
BY Records Division.

RECEIVED
JUL 15 1954
SALEM
STATE HIGHWAY COMMISSION

RECEIVED
PORTLAND

July 7, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to the Depoe Bay-Miner Creek Project, Contract No. 3805, Oregon BF-110 (7).

The prime contractor entered into subcontract agreements with the following parties: Earthmovers, Incorporated, approximately $300,000; Lockyear and White, $41,520; Roger Smith, et al, $10,000; and Acme Construction Company, $187,480. The last three of these subcontracts are still in effect, but Earthmovers, Incorporated failed to live up to its contract and was declared in default by the prime contractor.

Earthmovers, Incorporated had agreed to move all common material in Location "B" at a price of $0.35 per cubic yard, whereas the bid for this item was $0.64 per yard. This price was established with the understanding that the prime contractor would excavate and handle all solid materials in Location "B". Based on these premises Earthmovers, Incorporated accomplished $171,500 worth of work before ceasing operations.

After default, the prime contractor requested permission to subcontract to R. A. Heintz all of General Excavation, Location "A", at bid price, and the balance of the common material in Location "B" at $0.35 per cubic yard. Items 6, 7, 10 and 11 were also included in the proposed subcontract at bid prices.

If contract prices are used in computing the work done by Earthmovers, Incorporated, the amount would be $266,700 and Heintz' contract would amount to $286,600. These items, together with the other three subcontracts, would amount to $792,300, or $169,400 over the allowable 50 per cent subcontract limitation.

In view of the fact that both Earthmovers, Incorporated and Heintz agreed to move only the common material, it appears to me that the figure of $0.35 should be used in computing the monetary value of these subcontracts. Using this basis, Earthmovers' contract would amount to $171,500 and Heints' contract to $175,000. Using these amounts, the subcontracts would amount to $585,500, or approximately $38,000 under the 50 per cent limitation.

Based on the foregoing conclusions, it is my recommendation that the subcontract with R. A. Heints be approved. Will you kindly concur in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc Mr. H. G. Smith
Mr. J. D. Walker

#3804

Contract

MONTGOMERY, MONTGOMERY & PURDUE
ATTORNEYS AT LAW
[illegible] BUILDING
SEATTLE 4

W. W. MONTGOMERY
WILLIAM MONTGOMERY
ROBERT A. PURDUE
JOHN D. BLANKINSHIP

TELEPHONE
MAIN 1880

[illegible]

[illegible]
[illegible]

[illegible]
[illegible]

Re: [illegible] Co.

Dear Mr. [illegible]:

[illegible]

[illegible]

[illegible]

J D B[illegible]

Page Two

Oregon State Highway [illegible]
Salem, Oregon

[illegible] United States.

[illegible]

[illegible] do not hesitate to write [illegible].

[illegible]

[illegible]

[illegible]

[illegible]

FOR FILING

FORM E-30 25M 9-51 52315

FF 115(7)

-7-5

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 25th, 1954

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

Dear Sir:

Recently during an inspection of the Depoe Bay-Miner Creek Section I was informed that the subcontractor on the surfacing had carelessly overshot the Iron Mountain quarry and was trying to sell rock to Lincoln County.

Nearly every contractor we have had working the Iron Mountain quarry has attempted to dispose of a great deal of rock to Lincoln County. There are meny other quarries and at least one commercial plant in the vicinity of Agate Beach which, while the rock is not as good as Iron Mountain, are adequate for all purposes, and I feel very strongly that we should reserve this quarry for State Highway purposes. It cost us a great deal of time and effort to secure this quarry, and it is by no means as inexhaustible as many people think. I would place the life of the quarry at not over 40 years if restricted to State Highway use, and it may be of much shorter life.

We have hitherto confined our operations to the landward side of the quarry so that the face of the quarry is not visible from the ocean side. As soon as this becomes visible, we may have the same agitation to stop operations as we have had on Pilot Butte at Bend and as we had at Seal Rock. If there is a concentrated effort from the scenic enthusiasts to confine our operations to the east side of the quarry, it will not be possible to obtain more than one or two more setups from the quarry.

We are under no obligation to Lincoln County who has not cooperated in the joint use of other quarries as many other counties have; in fact, they have been anything but cooperative in many respects and they have hitherto been denied the use of this quarry.

It is regrettable that we let our contractor get out of hand and overshoot the quarry since we have experienced the same difficulty before, but I wish to very earnestly recommend that we do not allow the sale of any rock to Lincoln County. If we start this practice, they will be using the quarry for a large portion of the roads in the county and eventually cost the Department a great deal of money.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 7, 1954

SUBJECT:

NOTED
W. C. WILLIAMS

To:
Mr. J. D. Walker
Division Engineer
OFFICE

The Legal Department has requested the following things be done in connection with the Wilbur Badley acquisition at Otter Crest.

An access is to be constructed on the westerly side at Station 588+70, 25 feet in width. Accesses are to be constructed on the easterly side at Station 585+82 and 591+00. Both of these accesses are to be 25 feet in width and we are obligated to place gravel surfacing to the right of way line only. It would be well to put a short section of pavement adjacent to the travel lanes so that gravel would not be carried out onto the highway from these approaches.

Will you please see that this work is done.

Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams
C. W. Enfield

VED

LING

EF 110(1)
[illegible]

Lewis

February 23, 1954

United States Fidelity & Guaranty Co.
201 Portland Trust Building
Portland, Oregon

Attention: Mr. W. Talbot Sinclair, Manager

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Kuckenberg Construction Company, Inc., against Koppisch Construction Company, subcontractors to Funderburk Construction Company and Stoen Construction Company on Contract No. 3805 for construction on the Depoe Bay-Miner Creek Unit of the Oregon Coast Highway in Lincoln County.

We provide this information as your company appears as surety on the bond furnished with the contract mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:md
Attach.

cc - Funderburk Construction Co. &
Stoen Construction Co.
Sutherlin, Oregon

POSTED ON CARD

2-23-54

COPY

[illegible]

[illegible]

[illegible]

[illegible] Construction [illegible].

[illegible]

[illegible]

RECEIVED
1954
FOR FILING

Lewis'

February 23, 1954

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: M. McVay

Dear Sir:

Thank you for your letter of February 19th to which was attached three copies of a claim filed with your office by Kuckenberg Construction Company against Koppisch Construction Company, subcontractors for Funderburk Construction Company and Stoen Construction Company on Contract No. 3805. The claim is for $928.47 and bears your file No. 3443.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD
2-23-54

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

[illegible], [illegible]

[illegible], Secretary
[illegible] Highway Commission
Salem, Oregon

Dear Sir:

[illegible] twent [illegible] the bond [illegible] Company, [illegible] principal, [illegible] Oregon [illegible] No. [illegible].

[illegible] es.

Please acknowledge receipt of the copies for our records.

Very truly yours,

[illegible]
[illegible]

By M. McVay
Clerk

[illegible]
Enc.

RECEIVED
FEB 19 1954
OREGON
STATE HIGHWAY COMMISSION

[illegible]
2-19-54

KUCKENBERG CONSTRUCTION CO.
GENERAL CONTRACTORS
P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET
PORTLAND 20, OREGON

BUS. PHONE:
KENWOOD 7533

February 17, 1954.

Mr. Earl T. Newbry,
Secretary of State
Salem, Oregon

Dear Sir:

Notice hereby is given that the undersigned Kuckenberg Construction Company has a claim for rental of one ripper for a period of approximately four months plus parts not returned in the sum of nine hundred twenty eight dollars and forty seven cents ($928.47) against the bond taken from "The United States Fidelity & Guaranty Company" for the work of Koppisch Construction Company on the Depoe Bay Miner Creek Unit of the Oregon Coast Highway in Lincoln County, Contract No. 3805 Sub-Contractor of Funderburk Construction & Stoen Construction Company.

Very truly yours,

KUCKENBERG CONSTRUCTION COMPANY INC.

L.W.Kuckenberg, Secretary-Treasurer.

LWK:gl
cc: Oregon State
Highway Commission.

RECEIVED
FEB 18 1954
STATE H

RECEIVED
FEB 25 1954
FOR FILING

[illegible]

[illegible]

February 18, 1954

United States Fidelity & Guaranty Co.
[illegible] Portland Trust Building
Portland, Oregon

Attention: Mr. W. Talbot Sinclair, Manager

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Earth Movers, Inc. against Funderburk Construction Company and Stoen Construction Company. Their claim is for clearing, grubbing, earth moving, culverts, et cetera, in the sum of $24,363.93 on State Highway Contract No. 3805 for grading and paving Depoe Bay-Miner Creek Unit of the Oregon Coast Highway in Lincoln County.

This information is furnished as your company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Funderburk Construction Co. &
Stoen Construction Co.
Sutherlin, Oregon

NOTED ON CARD
2-18-54

To: The Secretary of State of
The State of Oregon

The State Highway Commission of
The State of Oregon

NOTICE IS HEREBY given that the undersigned, Earth Movers, Inc. an Oregon Corporation, has a claim for clearing, grubbing, earth moving, excavation, [illegible] culverts, the [illegible] labor and materials furnished in the sum of $[illegible].93 against the bond taken from [illegible], an individual, doing business as [illegible] Construction Company, and Milo Stoen and Albert Stoen, copartners, doing business under the firm name and style of Stoen Construction Company, [illegible], as principals, [illegible], [illegible] the State of Oregon, by and through its State Highway Commission, on the Depoe Bay-Kiner Creek Unit, Siletz Bay-[illegible] section of the Oregon Coast Highway in Lincoln County, Oregon.

This claim is only for the amount presently due, and the undersigned claimant reserves the right to make further claim in the sum of $17,25[illegible] which is the retained percentage on the above and other work performed pursuant to the aforedescribed contract which is not yet due and payable, and for any other amounts that may become due.

EARTH MOVERS, INC., an Oregon Corporation

By [illegible]
President

ENDORSED
File No. [illegible]
Filed Feb. 15, 1954
Earl T. Newbry, Secretary of State

RECEIVED
FEB 25 1954
FOR FILING

[illegible]

[illegible]

[illegible]

February 18, 1954

Mr. Stephen W. Matthieu
Attorney at Law
Pacific Building
Portland 4, Oregon

Dear Mr. Matthieu:

This is in acknowledgement of your letter of February 12th to which was attached a copy of a claim by Earth Movers Inc. against Funderburk Construction Company and Steen Construction Company on State Highway Contract No. 3805. The claim is in the sum of $24,363.93.

This claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:md

NOTED ON CARD
2-18-54, [illegible]

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
PACIFIC BUILDING
PORTLAND 4, OREGON

February 12, 1954

State Highway Commission
Salem,
Oregon

Gentlemen:

On behalf of Earth Movers, Inc., I am this day sending the Secretary of State a Notice of Claim against the bond taken from Edward Funderburk, et al for work on State Highway Contract #3805 of the State of Oregon, by and through the State Highway Commission on the Depoe Bay-Miner Creek unit,

Siletz Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County, Oregon.

I am inclosing for your reference a duplicate original of this Notice of Claim.

Yours very truly,

Stephen W Matthieu

SWM:ml
Incl:

RECEIVED
FEB 15 1954
SALEM
STATE HIGHWAY COMMISSION

2-12-54

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
PACIFIC BUILDING
PORTLAND 4, OREGON

February 12, 1954

Mr Earl T Newbry
Secretary of State
Salem, Oregon

Dear Sir:

On behalf of Earth Movers, Inc., I herewith inclose a Notice of Claim against the bond taken from Edward Funderburk, et al for work on State Highway Contract #3805 of the State of Oregon, by and through its State Highway Commission on the Depoe Bay-Miner Creek Unit, Siletz Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County, Oregon.

Would you kindly acknowledge receipt of this Notice of Claim.

I am sending a duplicate original of this document to the State Highway Commission for reference.

Yours very truly,

STEPHEN W MATTHIEU

SWM:ml
Incl:
cc: State Highway Commission

To: The Secretary of State of
The State of Oregon

The State Highway Commission of
The State of Oregon

NOTICE IS HEREBY GIVEN that the undersigned, Earth Movers, Inc., an Oregon Corporation, has a claim for clearing, grubbing, earth moving, excavation, rock back fill and culverts, the same being labor and materials furnished in the sum of $24,363.93 against the bond taken from Edward Funderburk, an individual, doing business as Funderburk Construction Company, and Milo Stoen and Glen Stoen, co-partners, doing business under the firm name and style of Stoen Construction Company, as principals, and the United States Fidelity and Guaranty Company, a corporation, organized and existing under the laws of the State of Maryland, as surety, for work on State Highway Contract #3805 of the State of Oregon, by and through its State Highway Commission on the Depoe Bay-Miner Creek Unit, Siletz Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County, Oregon.

This claim is only for the amount currently due, and the undersigned claimant reserves to itself the right to make further claim in the sum of $17,854.32 which is the retained percentage on the above and other work performed by claimant on the aforedescribed job but which is not yet due and payable, and for any other amounts that may become due.

EARTH MOVERS, INC., an Oregon Corporation

By A. F. Kopkich
President

RECEIVED
FEB 25 1954
FOR FILING

February 18, 1954

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Miss E. Libby

Dear Sir:

This is to acknowledge receipt of three copies of a claim filed with your office by Earth Movers, Inc., against Funderburk Construction Company and Stoen Construction Company on State Highway Contract No. 3805. The claim is for labor and materials furnished in the sum of $24,363.93 and bears your file No. 3442.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

[illegible]

2-18-54 S

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Feb. 1[illegible], 195[illegible]

3605

Mr. [illegible] Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of Feb. 15th, from Stephen W. [illegible], Attorney, Portland, a notice of claim by Earth Movers, Inc., against the bond taken from Edward [illegible] et al, Principals, and United States Fidelity and Guaranty Company, Surety, for work on State Highway Commission [illegible]5, on the Depoe Bay-Miner Creek Unit, Siletz River-[illegible] Creek Section of the Oregon Coast Highway in Lincoln County, Oregon, our file #3442.

We are enclosing three copies of the claim for your information and files.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By E Libby
Clerk
Records Division

[illegible]
Enc.

RECEIVED
FEB 18 1954
OREGON
STATE HIGHWAY COMMISSION

[illegible]

2-16-54 28

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 16, 1954
SUBJECT:

To:

Mr. J. D. Walker
Division Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract between Funderburk-Stoen Construction Company and the Acme Construction Company, covering Items 29 to 37, inclusive, on the Depoe Bay-Miner Creek Contract No. 3805, Oregon BF-110 (7), is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

It is noted that this is the fourth subcontract on this section and these four total $539,000 which is nearing the allowable 50 per cent subcontracting limit. Should any further contracts be requested on this section, please be sure that the 50 per cent limit is not exceeded.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP;js

Encls.

cc W. C. Williams
2 - C. G. Polk

RECEIVED
FEB 25 1954
FOR FILING

February 16, 1954

United States Fidelity & Guaranty Co.
20[illegible] Portland Trust Building
Portland, Oregon

Attention: Mr. [illegible]. Talbot Sinclair
Manager

Gentlemen:

We have received a carbon copy of a letter written by W. A. White Company, Post Office Box 1[illegible], Newport, Oregon, to Stoen Construction Company advising that Earth Movers, Inc. owe them the sum of $[illegible]43.53. It is our understanding that Earth Movers, Inc., have been acting as subcontractors to Funderburk Construction Company and Stoen Construction Company on the Depoe Bay-Miner Creek unit of the Oregon Coast Highway in Lincoln County, known as State Highway Contract No. 3[illegible]5.

This information is provided as your Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

F[illegible]:md

cc - Mr. George H. Mayes
1112 Cascade Building
Portland 4, Oregon

Funderburk Construction Co. &
Stoen Construction Co.
Sutherlin, Oregon

NOTED ON CARD

RECEIVED
FEB 25 1954
FOR FILING

3805

February 16, 1954

E. A. White Company
P. O. Box 188
Newport, Oregon

Gentlemen:

We have a copy of your letter of February 11, addressed to Stoen Construction Company concerning your claim against Earth Movers, Inc., on State Highway Contract No. 3805. This contract was awarded to Funderburk Construction Company and Stoen Construction Company for grading and paving the Depoe Bay-Miner Creek Unit of the Oregon Coast Highway in Lincoln County. Earth Mover, Inc., we understand, have been doing subcontract work for them. The State does not recognize subcontractors on projects, but looks to the principal contractor and his bond for satisfactory completion of the contract and payment of bills incurred on it.

The United States Fidelity and Guaranty Company, 201 Portland Trust Building, Portland, furnished the performance bond for this contract.

If you wish to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file the claim with the Secretary of State. For your convenience in preparing this filing, we have attached an excerpt from the Oregon Laws outlining the necessary procedure. In the meantime, the claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

February 11, 1954

Stoen Construction Co.
Box 247
Depoe Bay, Oregon

Gentlemen:

We understand that Earth Movers Inc., has been doing sub-contract work on your State of Oregon road job.

This concern has an account with us for $853.53, which is considerably past due. It consists mostly of tires and cable purchased for use on the job.

Is there anything you can do to help us collect on this account, since it is our understanding that before the State can clear the contract with you, all outstanding bills, both for yourselves and your sub-contractors must be paid.

We would appreciate hearing from you on this.

Yours very truly,

E. A. WHITE CO.

By E. A. White

cc to State Highway Dept.

RECEIVED
FEB 15 1954
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO

RECEIVED
FEB 17 1954
FOR FILING

February 16, 1954

Kuckenberg Construction Co.
P. O. Box 7407
Portland, Oregon

Gentlemen:

We have your letter of February 12 giving notice that your company has a claim against Koppisch Construction Company, subcontractor on State Highway Contract No. 3805, awarded to Funderburk Construction Company and Stoen Construction Company. This claim is stated in the amount of $928.47 for rental of a ripper.

We have a note in our records concerning this claim as of February 10, and we wonder if the letter of February 12 directed to us may have been intended for the Secretary of State to be filed as a claim in that office.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

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7 1954
FILING

PF – 11 [illegible]

[illegible]

February 16, 1954

Kuckenberg Construction Co.
P. O. Box 7407
Portland, Oregon

Gentlemen:

We have your letter of February 12 giving notice that your company has a claim against Koppisch Construction Company, subcontractor on State Highway Contract No. 3805, awarded to Funderburk Construction Company and Stoen Construction Company. This claim is stated in the amount of $928.47 for rental of a ripper.

We have a note in our records concerning this claim as of February 10, and we wonder if the letter of February 12 directed to us may have been intended for the Secretary of State to be filed as a claim in that office.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

KUCKENBERG CONSTRUCTION CO.
GENERAL CONTRACTORS
P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET
PORTLAND 20, OREGON

BUS. PHONE:
KEnwood 7533

February 12, 1954.

3805

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary.

Gentlemen:

Notice hereby is given that the undersigned Kuckenberg Construction Company has a claim for rental of one ripper for a period of approximately four months plus parts not returned in the sum of nine hundred twenty eight dollars and forty seven cents ($928.47) against the bond taken from "The United States Fidelity & Guaranty Company" for the work of Koppisch Construction Company on the Depoe Bay Miner Creek Unit of the Oregon Coast Highway in Lincoln County, Contract No. 3805 Sub-Contractor of Funderburk Construction & Stoen Construction Company.

Very truly yours,

KUCKENBERG CONSTRUCTION COMPANY INC.

L W Kuckenberg

L. W. Kuckenberg, Secretary-Treasurer.

LWK:gl

RECEIVED
[illegible]

RECEIVED
FEB 10 1954
FOR FILING

February 9, 1954

[illegible]uckenberg Construction Co.
P. O. Box 7407
Portland, Oregon

Attention: Mr. LeRoy Mason

Gentlemen:

We have your letter of February 5 concerning $928.47 which Koppisch Construction Company owes you for the use of a ripper.

If you wish to have us consider this as a claim against Koppisch Construction Company, please advise as to which contract is involved.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

KUCKENBERG CONSTRUCTION CO.

GENERAL CONTRACTORS

P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET
PORTLAND 20, OREGON

BUS. PHONE:
KEnwood 7533

February 5, 1954.

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Enclosed herewith copies of letters received from Koppisch Construction Co., Inc. and our reply, also copy of our statement for your information.

Very truly yours,

KUCKENBERG CONSTRUCTION COMPANY INC.

LeRoy Mason

LeRoy Mason, Office Manager.

LM:gl
Encl.

C
O
P
Y

KOPPISCH CONSTRUCTION CO. INC.

P.O.Box 327
Astoria, Ore

January 15, 1954.

Kuckenberg Construction Co.
11104 N E Holman Street
P.O.Box 7407
Portland 20, Oregon

Attention: Mr. LeRoy Mason

Dear Sir:

We are in receipt of your letter of January 12th regarding rental due you for the use of your ripper. We are sorry we have been unable to pay you before this but we have not been paid for work that we used your ripper on and therefore we have not had the funds available. We are expecting some other estimates in at the end of this month and at that time will send you a check.

We have the point and boot at our shop and will return it to you as soon as we have a truck coming into Portland.

Thanking you for your patience in this matter we remain,

Very truly yours,

KOPPISCH CONSTRUCTION CO., INC.

HWO:s

By Harold W. Oja, Mgr. /s/

KUCKENBERG CONSTRUCTION CO.

GENERAL CONTRACTORS

P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET

BUS. PHONE:
KEnwood 7533

PORTLAND 20, OREGON

Sold To
Koppisch Construction Co., Inc.
Heavy Hauling Company
Astoria, Oregon

DATE February 5, 1954.

SHIP TO

YOUR NUMBER

TERMS: Net Cash

OUR ORDER

STATEMENT OF ACCOUNT

Rental of Woolridge Ripper	7/23/53 to 8/22/53	$221.50
" " "	8/23/53 to 9/22/53	221.50
" " "	9/23/53 to 10/22/53	221.50
" " "	10/23/53 to 11/20/53	214.12
1 - Boot not returned		43.50
1 - Point		6.35
		$928.47

KUCKENBERG CONSTRUCTION CO.
GENERAL CONTRACTORS
P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET
PORTLAND 20, OREGON

BUS. PHONE:
KEnwood 7533

REGISTERED MAIL - RETURN RECEIPT REQUESTED.

February 5, 1954.

Koppisch Construction Co., Inc.
P. O. Box 327
Astoria, Oregon

Attention: Mr. Harold W. Oja, Manager.

Gentlemen:

We are again calling to your attention the sum of $928.47 which is considerably past due.

Your letter of January 15, 1954 to us stated that you had not been paid any money for the work on which you had used the ripper. On a trip to the coast last fall, I personally saw this ripper on your State of Oregon Highway contract. We do work for the State of Oregon and have a contract in process at the present time for which we have always received monthly estimates on work in process, therefore, we are at a loss as to your statement that you had not been paid for work where the ripper was used.

Delivery of this equipment was taken by you on July 23, 1953 and returned to us November 20, 1953 at a rental rate of $221.50/per month or a total of $878.62 rental, plus the parts not returned $49.85, making the amount due $928.47.

Your letter of January15, 1954 stated that a check would be sent to us at the end of January 1954 for this account. If we do not receive your check within five days from date of this letter, we will be forced to notify our Attorney to proceed with the necessary legal steps for collection of this past due account. We are enclosing statement of your account.

Please may we have your check by return mail.

Very truly yours,

KUCKENBERG CONSTRUCTION COMPANY INC.

LeRoy Mason, Office Manager.

LM:gl
cc: Oregon State Highway Comm.

RECEIVED
FOR FILING

Lewis

February 11, 1954

Kuckenberg Construction Co.
P. O. Box 7407
11104 Northeast Holman Street
Portland 20, Oregon

Attention: LeRoy Mason

Gentlemen:

We have your letter of February 10 concerning a claim you have in the sum of $928.47 against Koppisch Construction Company on the Depoe Bay Miner Creek Unit of the Oregon Coast Highway in Lincoln County, Contract No. 3805. The principal contractor on this job is Funderburk Construction Co. & Stoen Construction Co, and it is our understanding that Koppisch Construction Company operated as a subcontractor.

The State does not recognize subcontractors, but looks to the principal for completion of the job and payment of bills on the project. The United States Fidelity & Guaranty Company, 1112 Cascade Building, Portland 4, Oregon, furnished the performance bond on this contract.

If you wish to protect your claim for a period longer than six months following completion of the job and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in so doing, we have attached an excerpt from the Oregon Laws outlining the necessary procedure.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:mm
Attachment

NOTED ON CARD
2-11-54

KUCKENBERG CONSTRUCTION CO.

GENERAL CONTRACTORS

P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET

Bus. Phone:
KEnwood 7533

PORTLAND 20, OREGON

February 10, 1954.

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. G. Glaisyer,
Secretary.

Gentlemen:

Reference is made to your letter of February 9th. We would like this claim of $928.47 considered against Contract #3805, Depoe Bay Miner Creek Section, which Koppisch COnstruction Company is the Contractor.

We wish to thank you for your attention to this matter.

Very truly yours,

KUCKENBERG CONSTRUCTION COMPANY INC.

LeRoy Mason

LM:gl

LeRoy Mason, Office Manager.

prepare usual letters

2-11-54

RECEIVED
FEB 11 1954
OREGON
STATE HIGHWAY COMMISSION

Travis

RECEIVED

FOR FILING

February 11, 1954

Mr. Talbot Sinclair, Manager
U.S. Fidelity & Guaranty Co.
201 Portland Trust Building
Portland, Oregon

Dear Sir:

A claim has been filed in this office by Kuckenberg Construction Company, P. O. Box 7407, Portland 20, Oregon, against Koppisch Construction Co., a subcontractor, for Funderburk Construction Co. & Stoen Construction Co. on State Highway Contract No. 3805, for grading and paving the Depoe Bay Miner Creek Unit of the Oregon Coast Highway in Lincoln County.

Their claim is in the sum of $928.47 for equipment rental. We provide this information as your company appears as surety on the performance bond furnished with the contract mentioned above.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:mm
cc: George H. Mayes
1112 Cascade Bldg.
Portland 4, Oregon

Funderburk Construction Co.
Box 247
Depoe Bay, Oregon

Koppisch Construction Co.
P.O. Box 327
Astoria, Oregon

2-11-54

RECEIVED

FOR FILING

February 2, 1954

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: E. Libby

Dear Sir:

This is to acknowledge receipt of three copies of a claim filed with your office by Howard Cooper Corporation against Koppisch Construction Company who are apparently subcontractors for Funderburk Construction Company and Stoen Construction Company on State Highway Contract No. 3805. The claim is in the sum of $1,319.67 and bears your file No. 3441.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

[illegible]
2-2-54

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

February 1, 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of January 29, 1954 a notice of claim by Howard-Cooper Corporation for Tractor rental, scraper parts and service furnished in the sum of $1,[illegible].66, against the bond taken from Koopisch Construction Co., Principal and the Oregon and Glen Falls Indemnity Co, & Rogers Insurance Agency, Surety, for the Work of Depoe Bay Minor Creek Section State Contract No. [illegible]5, Federal Aid No. [illegible]., our file no.3[illegible].

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

E Libby
By Clerk
Records Division

NF:W
Inc.

RECEIVED
FOR FILING

February 2, 1954

United States Fidelity & Guaranty Co.
201 Portland Trust Building
Portland, Oregon

Attention: Mr. W. Talbot Sinclair, Manager

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Howard Cooper Corporation against Koppisch Construction Company, subcontractors to Funderburk Construction Company and Stoen Construction Company on the Depoe Bay-Miner Creek Unit of the Oregon Coast Highway in Lincoln County. The claim is for tractor rental parts and service furnished from September 22 to October 9, 1953, in the sum of $1,319.67.

This information is passed on to your company inasmuch as it appears as surety on the performance bond furnished with the contract mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Funderburk Construction Co. and
Stoen Construction Co.
Sutherlin, Oregon

Koppisch Construction Co.
P. O. Box 327
Astoria, Oregon

NOTED ON CARD
2-2-54

COPY

Howard Cooper Corporation
INC

Main Office
[illegible] N. E. Glisan St.
Phone [illegible]

Portland 12, Oregon
January [illegible], 19[illegible]

REGISTERED

Earl T. Newbry
Secretary of State
Salem, Oregon

Re: Koppisch Construction Company

Dear Sir:

Notice is hereby given that the undersigned, Howard Cooper Corporation, an Oregon corporation, having its principal place of business and post office address at [illegible] N. E. Glisan street, Portland 12, Oregon, has a claim for:

Tractor rental from September [illegible], to October [illegible], 19[illegible] $[illegible]

Tractor — Hauling — Cooper parts — Service $[illegible].67

in the sum of One thousand three hundred [illegible] and 67/100 ($1,3[illegible].67) Dollars against the bond [illegible] Koppisch Construction Company, [illegible], Oregon and Glen Falls Indemnity Company, [illegible] Insurance Agency, Portland, Oregon for the work [illegible] Section, State contract No. [illegible], Federal [illegible] No. [illegible].

Yours very truly,

HOWARD COOPER CORPORATION

[illegible]
Secretary-Treasurer

fb

Seattle Albany Eugene Roseburg Coquille Central Point

ENDORSED: File No. [illegible]
Filed, January [illegible], 19[illegible]
Earl T. Newbry
Secretary of State

RECEIVED
FOR FILING

3805

January 29, 1954

United States Fidelity & Guaranty Co.,
W. Talbot Sinclair, Manager
201 Portland Trust Bldg.,
Portland, Oregon

Gentlemen:

Attached is a copy of claim which has been filed with the Secretary of State by the Signal Oil Company against Funderburk Construction Company & Stoen Construction Company on State Highway Contract #3805 for grading and paving on the Depoe Bay-Miner Creek Unit of the Oregon Coast Highway in Lincoln County.

The claim is in the sum of $2,060.17.

This information is provided as your Company appears as surety on the performance bond furnished with the Contract mentioned.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc

cc: Funderburk Construction Company &
Stoen Construction Company
Sutherlin, Oregon

NOTED ON CARD

1-29-54

COPY

[illegible]
[illegible]
Seattle 4, Washington

[illegible]

Secretary of State
State of Oregon
Salem, Oregon

[illegible] Oregon, [illegible] Oregon.

Please [illegible] ment in the [illegible].

[illegible]

District [illegible] Manager

File No. [illegible]
File [illegible]
[illegible]

RECEIVED
FOR FILING

Lewis K

[illegible]

[illegible]

January 29, 1954

Hon. Earl T. Newbry
Secretary of State
Capitol Building

ATTENTION: E. Libby

Dear Sir:

Thank you for submitting three copies of the claim filed with your office by the Signal Oil Company against Funderburk Construction Company & Stoen Construction Company.

The claim is for $2,060.17 and pertains to our Contract No. 3805, your file No. 3439.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc

ON CARD
[illegible]

RECEIVED
FOR FILING

Lewis R

[illegible]-11(1)

[illegible]

January 29, 1954

Hon. Earl T. Newbry
Secretary of State
Capitol Building

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Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc

ON CARD
[illegible]

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 2[illegible], 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date notice of claim of Signal Oil Company, for work furnished in the sum of [illegible] against the bond taken from Glens Falls Indemnity Company, Portland, Oregon, surety, for the work on Lincoln County road contract No. 3 [illegible] Highway near Depoe Bay, Oregon. Our File No. 3439.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Clerk
Records Division

[illegible]
Enc.

Earth Movers, Inc.
P.O. BOX 327. ASTORIA, OREGON

January 25, 1954

Mr. Floyd Query
Oregon State Highway Department
Salem, Oregon

NOTED
F. QUERY

Dear Mr. Query:

We are enclosing, for your confidential information, a copy of our statement to Funderburk-Stoen Construction Company. As per our telephone conversation, this is not to be construed as a formal claim, but is for informational purposes only.

Very truly yours,
EARTH MOVERS, INC.
By Harold W.

ncl 1

Earth Movers, Inc.
P.O. BOX 327. ASTORIA, OREGON

January 19, 1954

Funderburk-Stoen Construction Co.
2210 East 95th Street
Seattle, Washington

For work done to and including Estimate No. 13, Oregon State Highway Contract No. 3805, Depoe Bay-Miner Creek Unit, Siletz Bay-Miner Creek Section, Oregon Coast Highway:

Item #					
1.	Clearing	95%	Lump Sum of	$46,500.00	$ 44,175.00
2.	Fell danger trees	75.82 sq. ft.	@	4.00	303.28
3.	Struct. excavation	1648.42 cu. yds.	@	2.50	4,121.05
5.	General excavation	299507.3 cu. yds.	@	0.35	104,827.56
6.	Short overhaul	113659 yd. sta.	@	0.01	1,136.59
7.	Long overhaul	12097.7 C-yd. sta.	@	0.40	4,839.08
12.	8" perf. met. drain	1320 ft.	@	1.60	2,112.00
13.	12" conc. pipe	123 ft.	@	1.60	196.80
14.	18" conc. pipe	873 ft.	@	3.20	2,793.60
15.	24" conc. pipe	138 ft.	@	4.80	662.40
16.	30" conc. pipe	12 ft.	@	6.40	76.80
17.	36" conc. pipe	348 ft.	@	8.00	2,784.00
18.	18" ex. conc. pipe	1041 ft.	@	4.00	4,164.00
19.	24" ex. conc. pipe	390 ft.	@	5.60	2,184.00
21.	Salvaging culvert pipe	6 ft.	@	1.60	9.60
22.	3/8-0 backfill	344 cu. yds.	@	6.00	2,064.00
28.	Quarry-run Rock in Base	63 cu. yds.	@	1.00	63.00
P.A. #2) P.A. #4)	6" Concrete drain	467 ft.	@	1.20	560.40
P.A. #5	Extra clearing	.944 of an acre	@	1557.27	1,470.06
				TOTAL	$178,543.22

Charges for Materials:

Item #12 - 1320 ft. 8" perf. met. drain @ 1.49	$1,966.80
Item #13 - 123 ft. 12" conc. pipe @ 0.87	107.01
Item #14 - 873 ft. 18" conc. pipe @ 1.81	1,580.13
Item #15 - 138 ft. 24" conc. pipe @ 2.60	358.80
Item #16 - 12 ft. 30" conc.pipe @ 3.85	46.20
Item #17 - 348 ft. 36" conc. pipe @ 5.75	2,001.00
Item #18 - 1041 ft. 18" ex. conc. pipe @ 2.25	2,342.25
Item #19 - 390 ft. 24" ex. Conc. ipe @ 3.20	1,248.00
Item #22 - 344 cu. yds. 3/8-0 backfill @ 2.80	963.20
P.A.#2 & #4 - 467 ft. concrete drain @ 0.17	79.39
CHARGES FOR MATERIALS - TOTAL	$10,692.78

Total Earned	$178,543.22
Less Retention	17,854.32
	$160,686.90
Less Materials	10,692.78
	$149,996.12
Paid Previously	125,632.19
Balance due this Est.	$ 24,363.93

Balance due this est.	$24,363.93
Plus retention	17,854.32
TOTAL DUE	$42,218.25

Lewis

RECEIVED
JAN 15 1954
FOR FILING

January 7, 1954

United States Fidelity and Guaranty Company
201 Portland Trust Building
Portland, Oregon

Attention: Mr. W. Talbot Sinclair, Manager

Gentlemen:

We have received an affidavit of claim from Stephen W. Matthieu, an attorney, whose address is Pacific Building, Portland 4, in behalf of Earth Movers, Inc., against Funderburk Construction Company and Stoen Construction Company. This claim is in the sum of $13,745.79 plus interest plus an additional claim in the sum of $16,682.04 for services and work performed on State Highway Contract No. 3805 for grading and paving the Depoe Bay-Miner Creek Unit of the Siletz Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County.

Mr. Matthieu states that under the terms of the subcontract, the principal contractor was to pay Earth Movers, Inc., from the estimates as paid by the State Highway Department. This, they claim, has not been done.

The specific type of work performed is the moving of dirt and placing culverts.

We provide this information as your company appears as surety on the performance bond furnished with the contract mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Funderburk Construction Co. and
Stoen Construction Co.
Sutherlin, Oregon

NOTED ON CARD
1-7-54

RECEIVED
JAN 15 1954
FOR FILING

Lewis

January 7, 1954

Mr. Stephen W. Matthieu
Attorney at Law
Pacific Building
Portland 4, Oregon

Dear Mr. Matthieu:

We have your letter of January 4 to which you had attached a supplemental affidavit concerning the claim of Earth Movers, Inc., against Funderburk Construction Company and Stoen Construction Company in the amount of $13,745.79 plus interest plus an additional claim in the sum of $16,682.04 incurred on State Highway Contract No. 3805 for grading and paving the Depoe Bay-Miner Creek Unit of Siletz Bay-Miner Creek Section of the Oregon Coast Highway in Lincoln County. This contract is scheduled for completion on August 31, 1954.

You, of course, are familiar with the law in these proceedings, but we might suggest, if you wish to protect your client's claim for a period longer than six months following completion of the job and acceptance by the Commission, that the claim be filed with the Secretary of State. For your easy convenience we have attached an excerpt from the Oregon Laws outlining this procedure. In the meantime, the claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

1-7-54

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
PACIFIC BUILDING
PORTLAND 4, OREGON

January 4, 1954

REFERRED TO

Oregon State Highway Department
Salem
Oregon

Attention: Mr. H. B. Glaisyer

Gentlemen:

I acknowledge receipt of your letter dated December 22, and also by separate mail a copy of the contract, No. 3805, and bond.

I enclose a supplemental affidavit in which I have endeavored to answer the two questions contained in your letter; namely, (1) showing the amount of the claim, and (2) what is covered by the claim. It must be understood at the time that this information is tentative only, since Earth Movers, Inc., the subcontractor, has not been furnished with a copy of the November 10, 1953, estimate for which payment was received by Funderburk-Stoen Construction Company on December 7, 1953.

Let me explain to you that there is a controversy between the prime contractors and Earth Movers, Inc., as a subcontractor. Under date of November 23, 1953, my client received a letter written on behalf of Funderburk-Stoen Construction Company claiming that it was in breach of contract and that they were withholding all moneys due it by reason thereof. My client denies there was any breach of contract on its part and is ready and prepared to complete its subcontract in accordance with the terms thereof.

Under the terms of the subcontract, Funderburk-Stoen Construction Company agree to pay my client upon estimate as they are paid. This they have not done, and I propose to bring the matter to issue. The letter to which I have referred as having been dated November 23, 1953, was received in an envelope postmarked at Seattle, Washington, at 6 P.M., December 7, 1953, the date upon which payment was received. The claim is based upon work performed in moving dirt and placing culverts which are the only items of work performed by my client as per estimate of November 10, 1953.

Very truly yours,

Stephen W Matthieu

SWM:M

SUPPLEMENTAL
AFFIDAVIT

STATE OF OREGON)
: ss.
County of Multnomah)

I, Stephen W. Matthieu, being first duly sworn, depose and say that I am an Attorney at Law with offices at 308 Pacific Building, Portland, Oregon. I am attorney for Earth Movers, Inc., an Oregon corporation, which has a claim against the bond of Funderburk-Stoen Construction Company and the United States Fidelity and Guaranty Company given in the construction of Depoe Bay-Miner Creek Unit of Oregon State Highway, Contract No. 3805. To my best knowledge and belief the amount of this claim is at the present time $13,745.79, plus interest thereon from the 7th day of December, 1953. In addition to that sum, there is a retained percentage now in the hands of the State Highway Commission against which my client has a claim of $16,682.04

Stephen W. Matthieu

Subscribed and sworn to before me this 4th day of January, 1954

Mary L. Pollman
Notary Public for Oregon

My Commission expires: 11 May 1954

F-157(9) County Farm-Ashland Sec., 1952
Pacific Hwy.
#3806

RECEIVED
DEC 4 1957
FOR FILING
FORM 280-[illegible]-1470

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 2, 1957

SUBJECT: C. A. Robertson Complaint
County Farm-Ashland Section
Pacific Highway
Contract No. 3806

To: Mr. Forrest Cooper
Assistant State Highway Engineer
Office

L

Attached are two letters referred to me. I am returning these for your file.

I have recently talked to one of the attorneys from Medford and have been advised that the Robertsons' have settled this claim and, therefore, this file can be considered moot.

Leo V. Nuttman
LEO V. NUTTMAN
Staff Attorney

LVN:bk
Attach.

NOTED

RECEIVED
DEC 3 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 22 1957
FOR FILING

3806

Salem, Oregon
October 31, 1957

C. A. Robertson Complaint
County Farm-Ashland Section
Pacific Highway
Contract No. 3806

Mr. Leonard Lindas
Chief Counsel
Department

I am handing you herewith a copy of a letter from the Pacific Indemnity Company, which apparently was the surety for the Acme Construction Company for the County Farm-Ashland Section of the Pacific Highway, Contract No. 3806. The letter is a masterpiece, in that it uses quite a few words and says absolutely nothing.

It would seem that if we do not get any response from the insurance company from this, some further action should be taken. Will you please handle the matter and keep me advised.

Forrest Cooper E

Forrest Cooper
Deputy State Highway Engineer

FC:me

Encl.

NOTED
FORREST COOPER

PACIFIC INDEMNITY COMPANY
LOS ANGELES

SWETT & CRAWFORD
Underwriting Managers

240 HENRY BLDG. SEATTLE 1, WASHINGTON

October 29, 1957

Oregon State Highway Department
Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Subject: Bond No. C 500987 - Acme Construction Company, Date: October 8, 1952, Amount: $378,055.25, Contract: 4.47 miles of grading and paving, County Farm-Ashland Section of the Pacific Highway North from Ashland, Oregon Contract No. 3806

Gentlemen:

Upon receipt of your letter of October 7, 1957, we talked with Mr. N. H. Harner, owner of Acme Construction Company. Mr. Harner said that he thought that the complaint of Mr. and Mrs. C. A. Robertson of Ashland, Oregon had been taken care of by the company which was carrying his insurance.

I gave Mr. Harner a copy of your letter of October 7, 1957, and he has forwarded a copy to his insurance agent, Jim Stevenson of Siegenthaler & Stevenson, 16 E. Broadway, Eugene, Oregon, and another copy to his insurance company, United Pacific Insurance Company, Board of Trade Building, Portland, Oregon. Apparently, they are the source of the offer of settlement referred to in the second paragraph of your letter as your letter is the first information on the subject which has come to the attention of the surety, Pacific Indemnity Company.

Very truly yours,

PACIFIC INDEMNITY COMPANY

Gerry L. White

NOTED

Gerry L. White
Manager

RECEIVED
OCT 30 1957
OREGON
STATE HIGHWAY COMMISSION

GLW:gd

RECEIVED
OCT 7 1957
FOR FILING

[illegible]

3806

October 7, 1957

Pacific Indemnity Company
240 Henry Building
Seattle, Washington

Gentlemen:

We have recently received a complaint from Mr. and Mrs. C. A. Robertson of Ashland, Oregon concerning damage to their property due to blasting operations of the Acme Construction Company while it was engaged in the construction of the County Farm-Ashland Section, Contract No. 3806. We find that this complaint was originally forthcoming on December 30, 1953, at which time we advised Mr. and Mrs. Robertson to correspond directly with the contractor or his surety.

We are now advised that you have made an offer of settlement of $250 and have further advised the Robertsons that they may either accept it or sue.

The Robertsons have been somewhat insistent that the Highway Department do something about this matter, as they feel that someone owes them for some damages. It would be appreciated if you would give us your version of the matter, so that we may be able to make answer to the Robertsons. Will you please advise.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. Leonard I. Lindas

FC:me fn

FORM E-123X 50M 5-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY,
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

F-157(1)

W. C. Williams

3806

NOTED
W. C. WILLIAMS

September 17, 1957

Mrs. Charles A. Robertson
2757 Highway 99 North
Ashland, Oregon

Dear Mrs. Robertson:

Reference is made to the damage to your home apparently caused by construction work by the [illegible] Construction Company. This matter has been turned over to Mr. [illegible] for handling and in addition to writing to the other parties involved, he will contact you about the 19th or 20th of September for further discussion of this matter.

Please be assured that this Department will do everything it possibly can to help you in this situation.

Very truly yours,

LEONARD I. LINDAS
Chief Counsel

LIL:mmb

cc W. C. Williams ✓

RECEIVED
SEP 17 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—37,800—2-57 —1477

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 13, 1957

SUBJECT: Damage Claim:
Mr. & Mrs. Charles Robertson
Located adjacent to Sta 91+70
on the County Farm-Ashland Section of the Pacific Highway in
Jackson County.

To: Mr. Tom Edwards
Construction Engineer
OFFICE

I arrived at the Robertson residence approximately 4:30 PM, September 10, 1957. Finding nobody home, I went to the neighbors, Mr. and Mrs. Sam Pollard, to see if they had any information in regard to the blast damage of the Robertson's home. They stated that there was some damage, but to what extent they had no knowledge. I left and returned after dinner and found the Robertsons home; they took me from room to room showing me the damages they claimed were caused by a blast of 600 lbs. of explosives 100'± in back of their house during the month of April, 1953, by the Acme Construction Company. (The month of April was given to me by the resident engineer as the Robertsons were uncertain as to the month.)

Mr. Robertson informed me that the roof of the house was covered with rocks, some as large as a baseball, and had caused a considerable number of leaks in the roof which he had patched. Pictures of the inside and outside will show cracks in walls and ceiling area.

This house was built in 1948, is of a Columbia Brick, with three coats of stucco and sprayed with atomastic, which is a rubber base used for water proofing. The interior is plaster. The house has a concrete foundation setting on solid rock with a fill area in front. The foundation shows no settlement, and I could find only a few hair checks in the foundation.

The interior of the building shows considerable cracking in corners and between wall and ceiling; also some walls are cracked, as shown in picture #4. The rock bank behind the house shows considerable sluffing off, which could have been caused by the blast. As this blasting was done in 1953 and 4½ years have elapsed since, it would be hard to say whether it was blast damage or weather action.

The inspector, Jack Huston, stated that in this area, during the winter, a truck passing would shake the surrounding area; so from this information, I am lead to believe the blasting could have caused the damage to the house.

The following statements were made by both Mr. and Mrs. Robertson concerning the work in that area by the contractor:

They state that before any blasting was done, the contractor said that if any damage was done it would be taken care of as he was covered by insurance, but after it was over they could hardly talk to Mr. Harner and he wouldn't even come and look at the house. The insurance company did make them an offer of $250.00, which they felt was an unjust offer and so refused to settle with them. They also stated owners of a house approximately one mile to the east of them claimed damage from the same blasting, and this claim was paid.

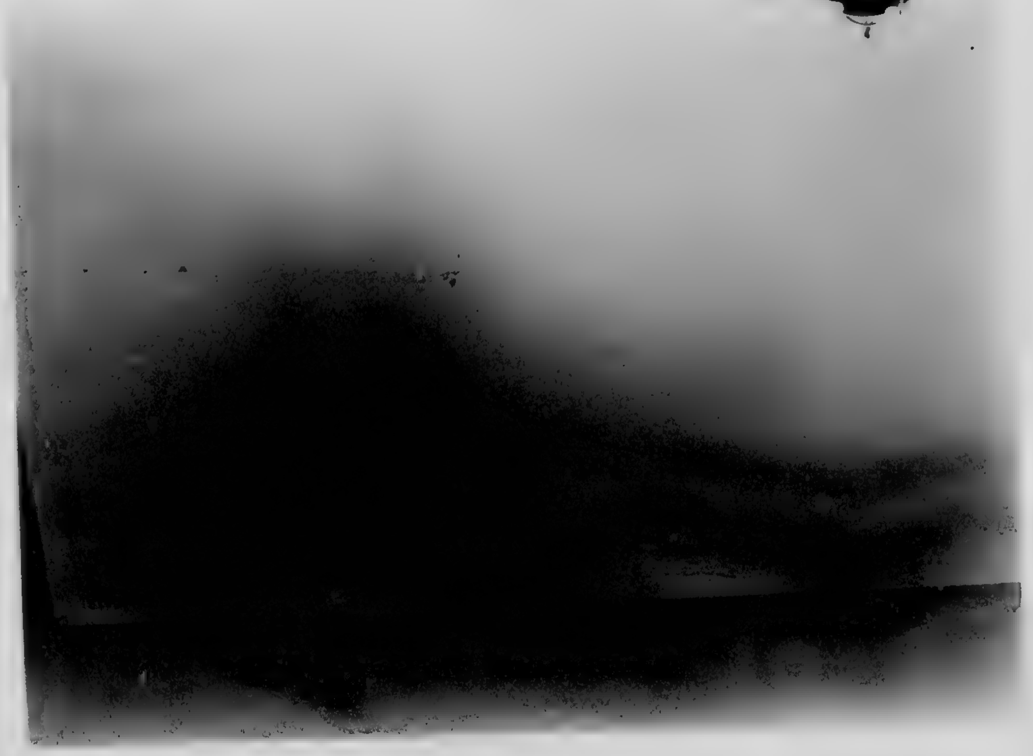
C. E. Layton
Investigator, Construction Dept.

CEL:jk

Attachments

This is a front view of the house showing what appears to be a large crack around the foundation. [illegible] [illegible] of [illegible] [illegible] foundation.

This picture taken in the front room
on the east side wall between kitchen
diningroom [illegible]
[illegible]

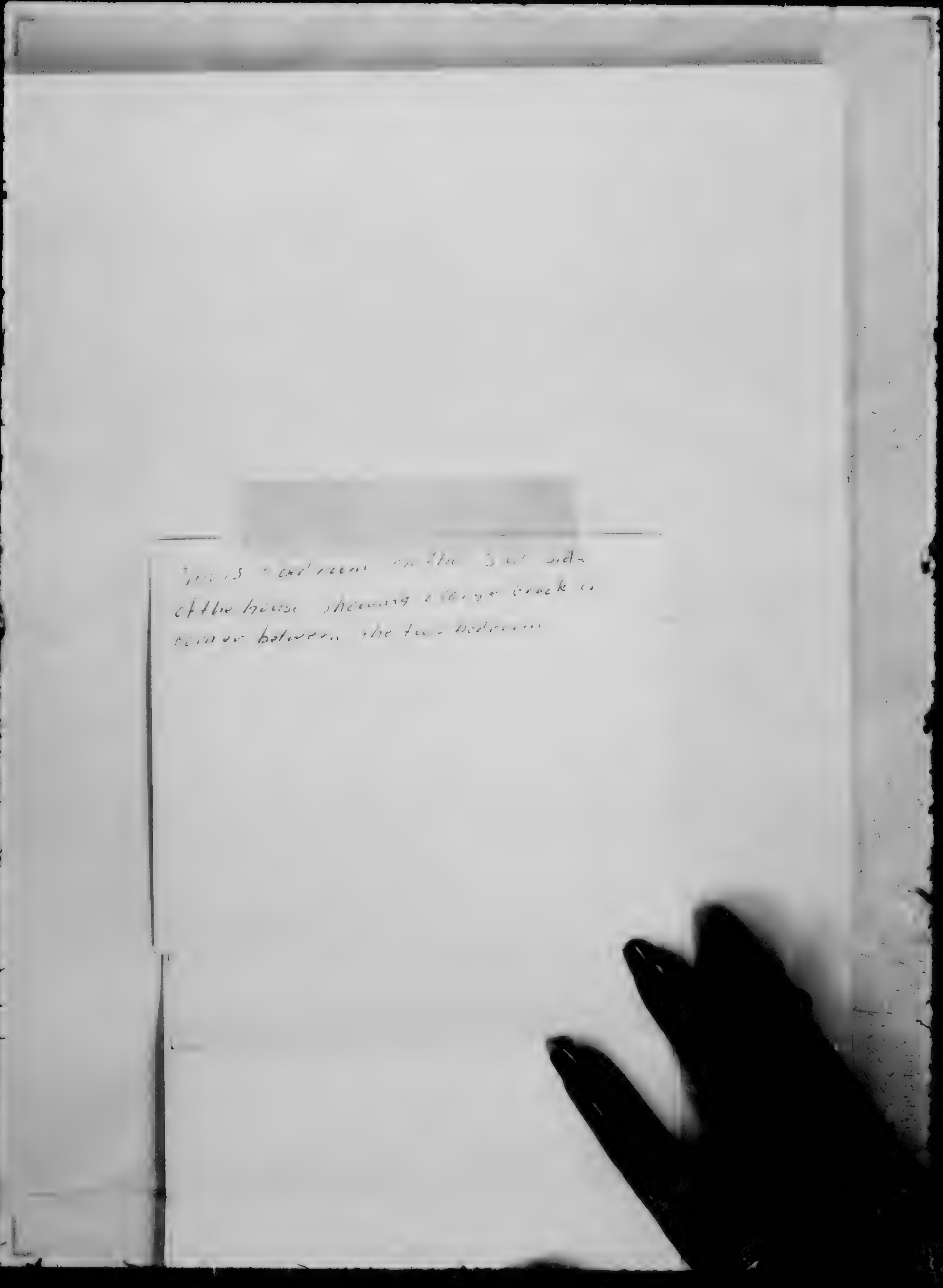


This picture is of the [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible]
[illegible]

[redacted]

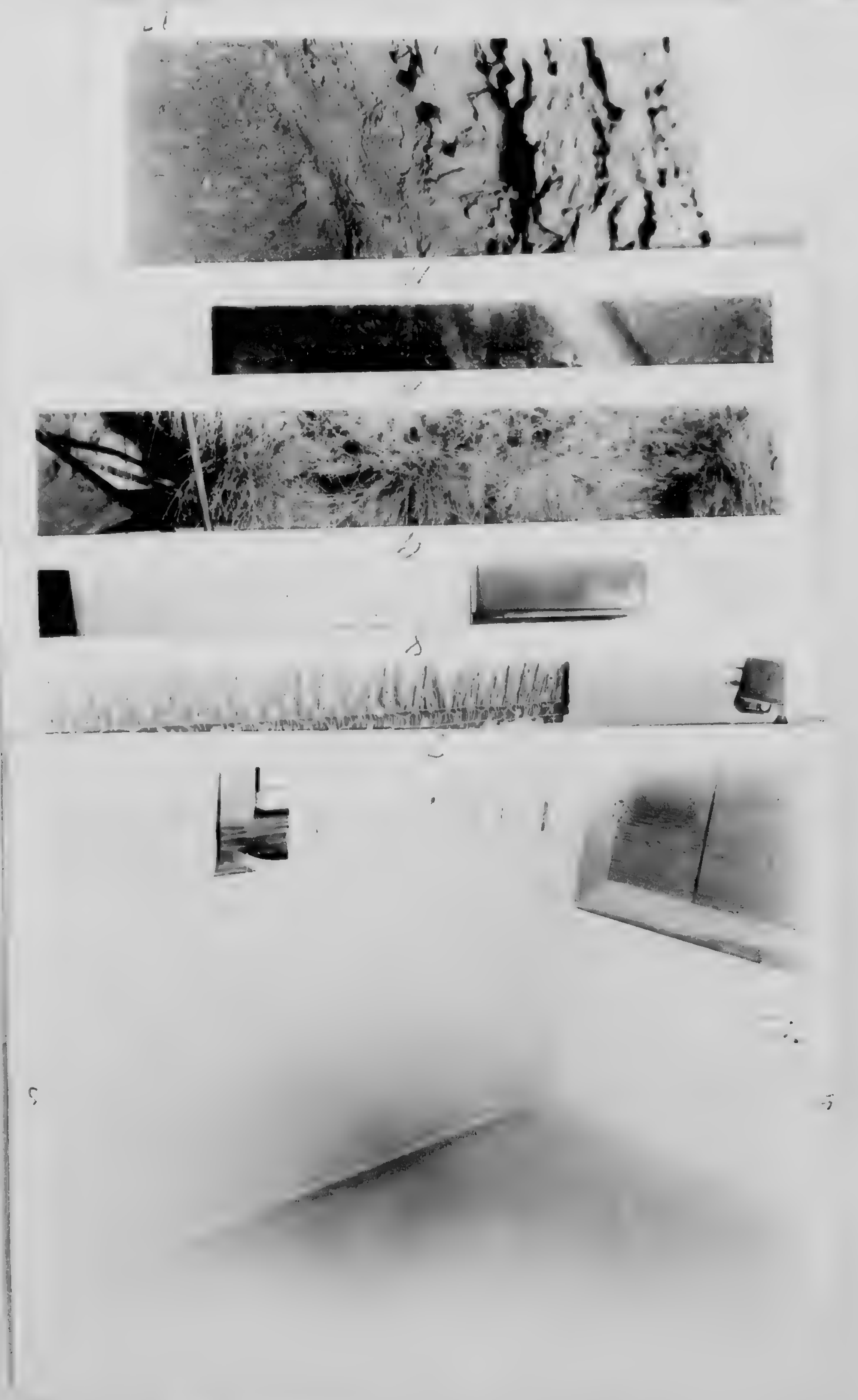
5

This is of the kitchen showing the South
wall & ceiling area



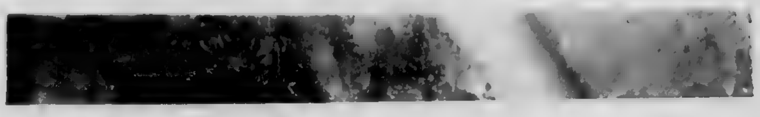
[redacted]

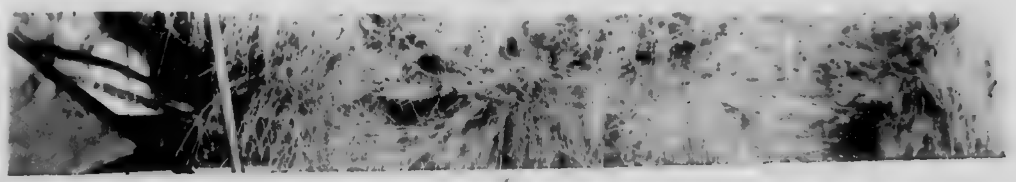
This is bedroom on the [illegible] side
of the house showing a large crack in
corner between the two bedroom.



[illegible] of bedroom on the NW side showing
[illegible]

[illegible] of the bathroom showing [illegible]
[illegible]

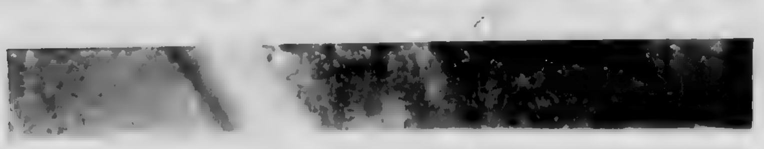


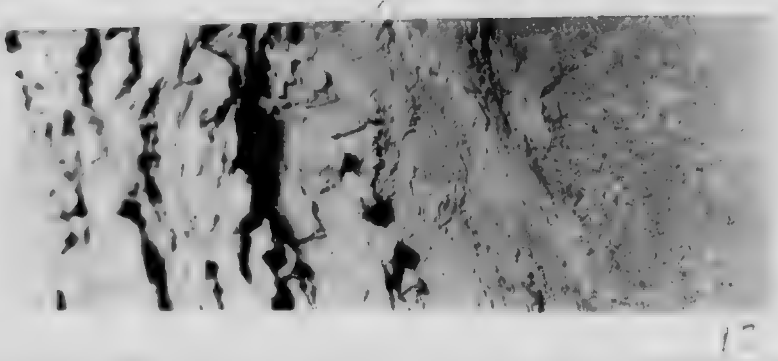


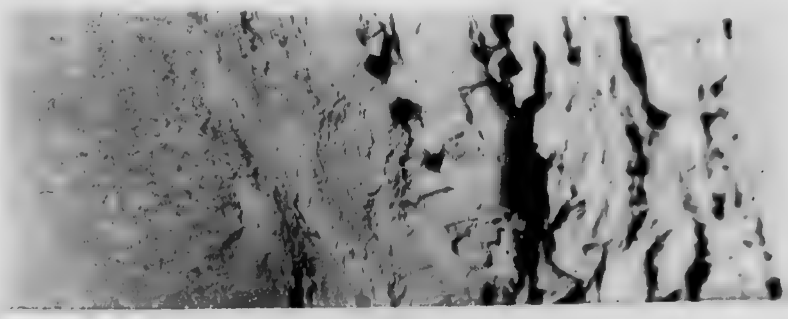
[illegible] room showing a large stain [illegible]
the [illegible] ceiling

[illegible] west end of house [illegible]

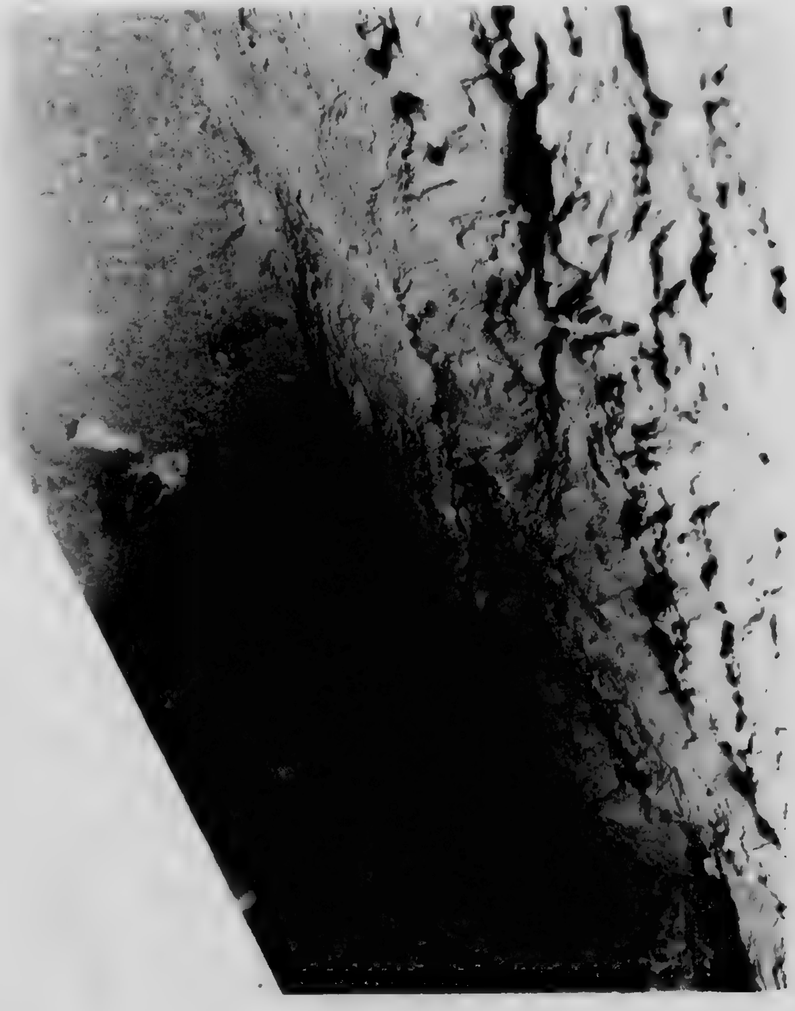
[illegible]







This [illegible] upper back view of the house
[illegible]
back [illegible] from
the [illegible] bank [illegible]
[illegible]



[illegible] picture taken on the east side showing
[illegible] the houses on bank.

This picture taken at an angle to get a better view of the rock that has fall or caved in against the house which is approx 2' deep

RECEIVED
SEP 17 1957
FOR FILING

F 157(9)

JML

September 11, 1957

Honorable Robert D. Holmes
Governor of Oregon
State Capitol
Salem, Oregon

Dear Governor Holmes:

As requested in yours of September 4, I enclose a draft of a suggested letter to Mrs. Charles A. Robertson of Ashland, Oregon in reply to her letter addressed to you under date of August 27.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hi
Encl.
cc Mr. Leonard I. Lindas

NOTED
FORREST COOPER

Draft of suggested letter for Governor Holmes - September 11, 1957

Mrs. Charles A. Robertson
2757 Highway 99 North
Ashland, Oregon

Dear Mrs. Robertson:

I advised you in my letter of September 4 that I would make an investigation as to damage to your home by reason of blasting during highway construction operations and would advise you further thereon. I have taken this matter up with State Highway Engineer Williams and he advises me as follows:

In January 1954 you addressed a letter to the State Highway Department covering two items. One was a drainage problem which Williams advises me was corrected immediately thereafter. The other was the damage to your home, in which you asked the Highway Department for advice as to procedure to recover the damages. Williams advises that he addressed a letter to you under date of January 8, 1954 advising you to take up the matter of the damage with the Acme Construction Company, P. O. Box 306, Eugene, or its surety, the Pacific Indemnity Company, 240 Henry Building, Seattle, Washington. Mr. Williams advises that they heard nothing further from you in regard to this matter and naturally had assumed the matter to be satisfactorily concluded.

The Highway Engineer tells me that he has turned this matter over to the Highway Legal Department, which will immediately look into this matter and aid you in such manner as it can to see that justice is done. I am sure that you will be hearing from the Highway Department's Legal Counsel very promptly.

Very truly yours,

SIGNED
FORREST COOPER

ROBERT D. HOLMES
GOVERNOR

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

September 4, 1957

Mrs. Charles A. Robertson
2757 Highway 99 North
Ashland, Oregon

Dear Mrs. Robertson:

I am very sorry to learn of the damage done to your fine home during recent blasting operations on the improvement of Highway 99 in your area.

Before I can answer your letter, it will be necessary for me to investigate this matter more fully. As soon as I have received this information, I will offer you my recommendations in your behalf.

COPY

Sincerely,

Robert D. Holmes
Governor

[illegible]

RDH ib
blind
cc: Mr. W C. Williams
State Highway Engineer

Dear Dutch:
The Governor would like to have you prepare a letter to answer the enclosed correspondence for the Governor's signature.

Harry

RECEIVED
SEP 5 1957
OREGON
STATE HIGHWAY COMMISSION

C
O
P
Y

Ashland, Oregon
Aug. 27th, 1957

Honorable Robt. D. Holmes
Governor of the State of Oregon
Salem, Oregon

Dear Sir;

I am writing an appeal to you concerning damage done to our home by blasting when Highway 99 was widened between Talent and Ashland. Our home is constructed of brick tile and the structure is cracked in the corners both inside and outside and since the construction is brick tile, this is quite serious. There is considerable permanent damage which cannot be repaired and as time goes on becomes more prominent.

I am enclosing some pictures for your information which plainly show how bad the structure is cracked.

Now Mr. Governor, everything we have in this world, a lifetime of earnings, is invested in this home. Do you think it right and just, that because a highway is constructed and our home damaged in consequence and a lifetime of earnings destroyed that nothing be done about it?

Our own insurance company has paid us the sum of $1,085.00 which will smooth over and cover the damage, so it does not meet the public eye but the damage is still there and will become more serious with age. We do not have the financial means to carry this matter through court and because of that we are offered just $250.00, as total, for damage to the garage roof & permanent damage to the house and grounds.

The Acme Construction Co. who did the highway work, carried insurance with The Lloyds of London and they (The Lloyds of London) bluntly state that for $250.00 they can hire an attorney at court and therefore they will not pay more. We do not have the financial means to fight the Lloyds of London, and that is a mean advantage to take of working people with no financial backing. My husband is unemployed due to age and I work for the J. C. Penney Co. I am fast approaching that age myself. Now I appeal to you for help. I am convinced of your honest and sincere desire to be of help to the people of the State of Oregon and I am trusting you to look into this matter.

Thanking you, I remain,

Sincerely yours,

s/ Mrs. Chas. A. Robertson

P. S. We welcome your inspection.

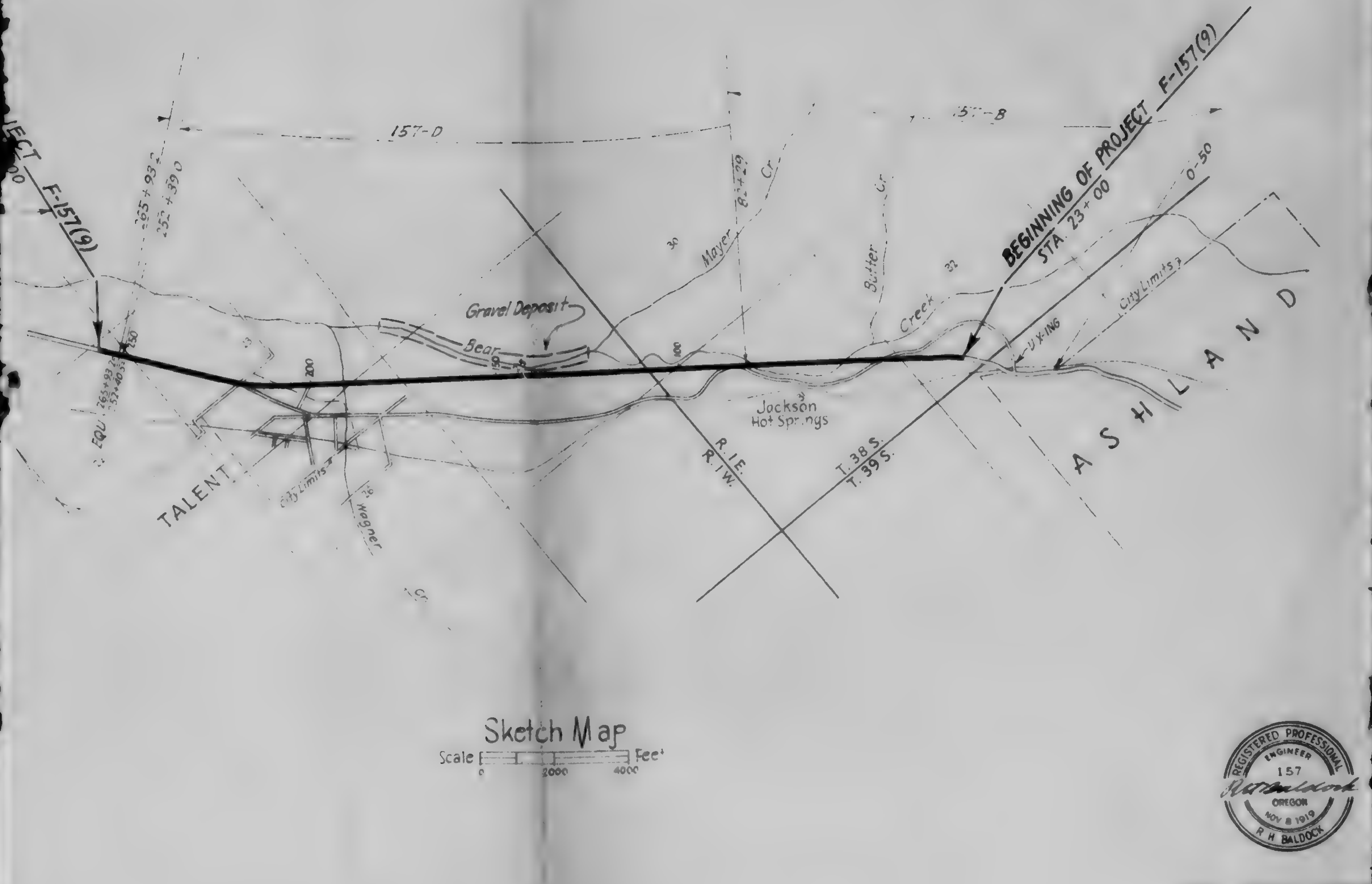
Loop:-

Discussed this w/Merrill & Morgan None of us have any recollection of previous complaint.

House is near 2 rock cuts as shown. Believe we bought some R/W for the revised county road connection. Believe the house is built on fill. Doesn't look like shooting damage to me. I have no idea re settlement except possibly to re-negotiate R/W deal.

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
PLANS FOR PROPOSED PROJECT

COUNTY FARM-ASHLAND SECTION
PACIFIC HIGHWAY
JACKSON COUNTY
AUG. 1952



ECT
F-157(9)
265+93.2
252+39.0
157-D
157-B
81+29
Mayer Cr.
30
Butter Cr.
32
BEGINNING OF PROJECT F-157(9)
STA. 23+00
0+50
Gravel Deposit
Bear
Creek
U.X-ING
City Limits
ASHLAND
EQU. 265+93.2 252+39.0
200
Jackson Hot Springs
R.1E.
R.1W.
T.38S.
T.39S.
TALENT
City Limits
Wagner
Scale
0
2000
4000
Feet

Sketch Map

157
R H Baldock
NOV 8 1919
R H BALDOCK

STATE HIGHWAY COMMIS

BEN R. CHANDLER	Chairm
CHAS. H. REYNOLDS	Commis
M. K. MC IVER	Commis

COUNTY FARM-ASHLAND SECTION PACIFIC HIGHWAY JACKSON COUNTY				SHEET No 1
FED. ROAD Div. No	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	F-157(9)		See Index

F OREGON

Y DEPARTMENT

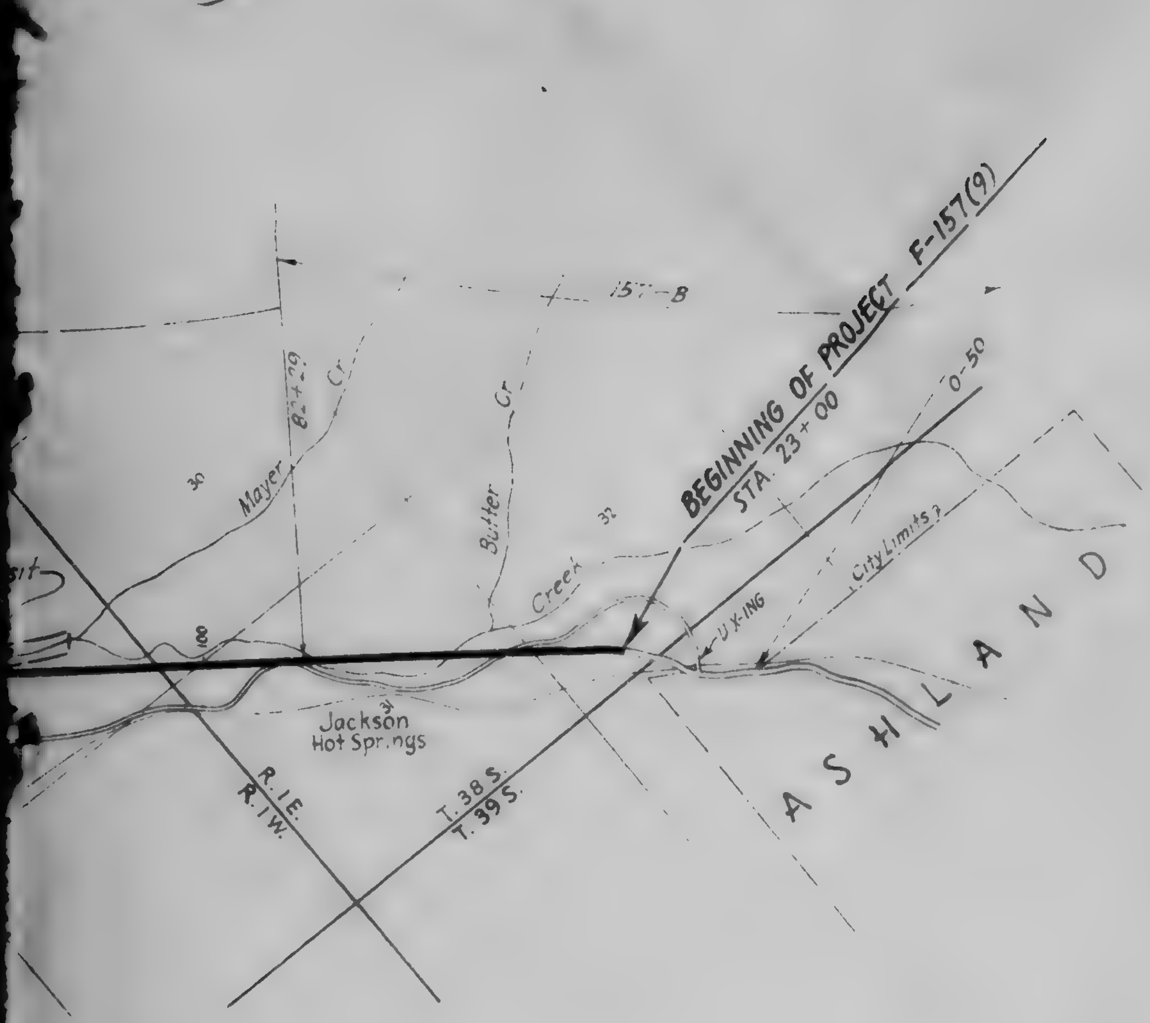
POSED PROJECT

SHLAND SECTION

HIGHWAY

COUNTY

1952


157-B
82+29
Mayer Cr.
Butter Cr.
Creek
30
32
100
sit
BEGINNING OF PROJECT F-157(9)
STA. 23+00
0-50
U.X-ING
City Limits ?
ASHLAND
Jackson Hot Springs
R.1E.
R.1W.
T.38S.
T.39S.

h Map

000 4000 Feet

R H Baldock
STATE HIGHWAY ENGINEER

157
R H Baldock
NOV 8 1919

STATE HIGHWAY COMMISSION

BEN R. CHANDLER	Chairman
CHAS. H. REYNOLDS	Commissioner
M. K. MC IVER	Commissioner

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

RECOMMENDED FOR APPROVAL

DISTRICT ENGINEER DATE

APPROVED

DIVISION ENGINEER DATE

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	Title Sheet
2	Typical Sections
2-A	Summary & Special Catch Basin
3-10	Plan & Profile
11	Plan for Talent Connection – 50' Scale

Drg. Nos

2050 & 2050-A — Concrete Manholes

2077 — Concrete Curbs & Traffic Markers

STATE OF ORE

STATE HIGHWAY DE

PLANS FOR PROPOSED

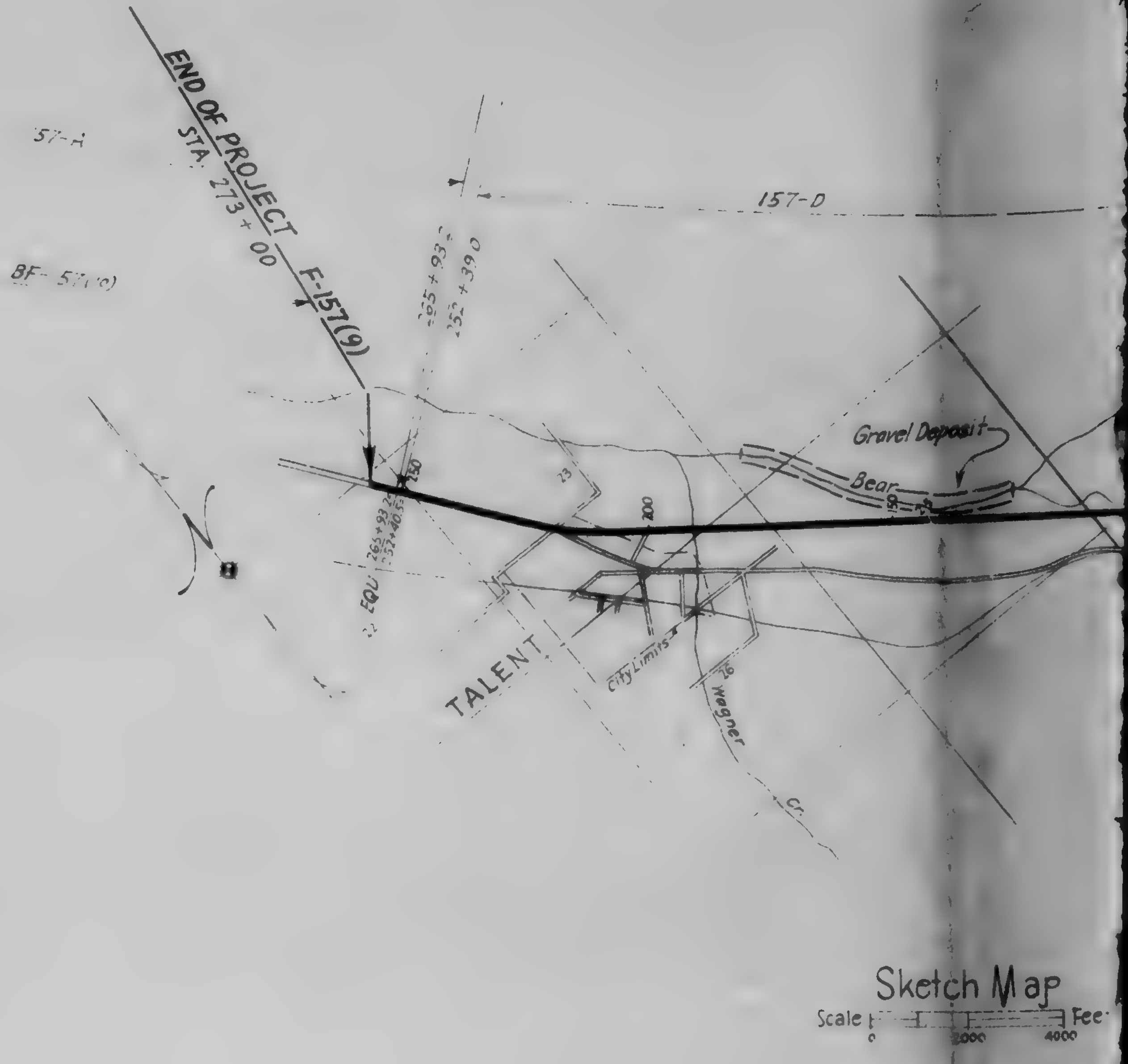
◆

COUNTY FARM-ASHLA

PACIFIC HIGHW

JACKSON COUNTY

AUG. 1952


57-A
BF-57(9)
END OF PROJECT F-157(9)
STA. 273+00
157-D
265+93
252+39.0
EQU 265+93 = 252+40.5
150
23
200
TALENT
City Limits
Wagner Cr.
26
Bear
Gravel Deposit
Sketch Map
Scale
Feet
0
2000
4000

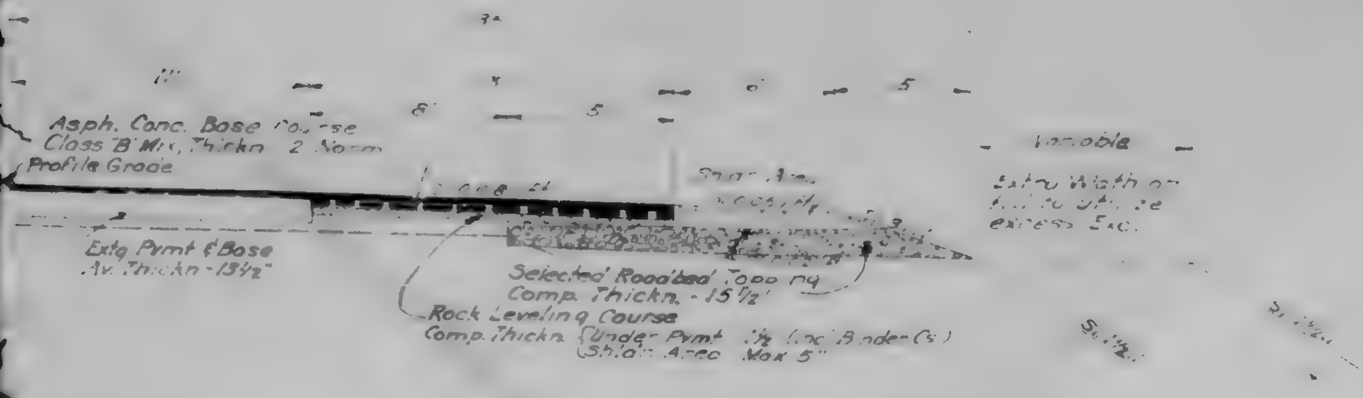
CONVENTIONAL SIGNS

- State Line
- County Line
- City or Town Limits
- Township Line
- Section Line
- Donation Land Claim Line
- Fence Line
- Guard Rail
- Unfenced Property or Right of Way Line
- Existing Roads
- Trails
- Base or Survey Line
- Railroads
- Retaining Wall
- Culverts
- Drop Inlet
- Trolley Pole
- Power Pole
- Telephone or Telegraph Poles
- Marsh
- Irrigation Ditches
- Bridges
- Trees

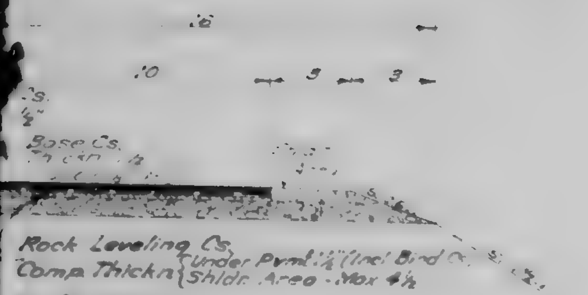
COUNTY FARM-ASHLAND SECTION
PACIFIC HIGHWAY
JACKSON COUNTY

FED ROAD Div No.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET No	TOTAL SHEETS
8	OREGON	F-157(9)		2	

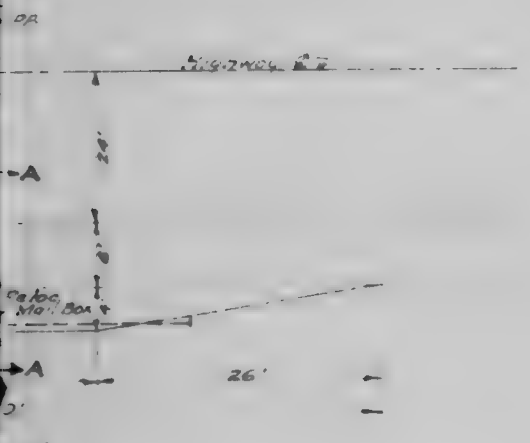
SECTIONS


11'
8'
5
6'
5
Variable
Asph. Conc. Base Course
Class 'B' Mix, Thickn. 2 Norm
Profile Grade
Extg Pvmt & Base
Av. Thickn - 13½"
Selected Roadbed Topping
Comp. Thickn. - 15½'
Rock Leveling Course
Comp. Thickn. {Under Pvmt ½ (incl Binder Cs.)
{Shldr. Area Max 5"
Extra Width on
excess Exc.
3

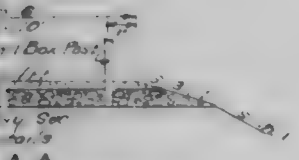
TYPICAL HALF SECTION
Sta 82+00 to Sta. 273+00


10
3
3
Cs.
½"
Base Cs.
Rock Leveling Cs.
Comp Thickn {Under Pvmt ½ (incl Bind Cs.)
{Shldr. Area - Max 4½

Rd. (Lt Sta. 90+15)
to Sta 7+00 ¢
NT CONNECTION

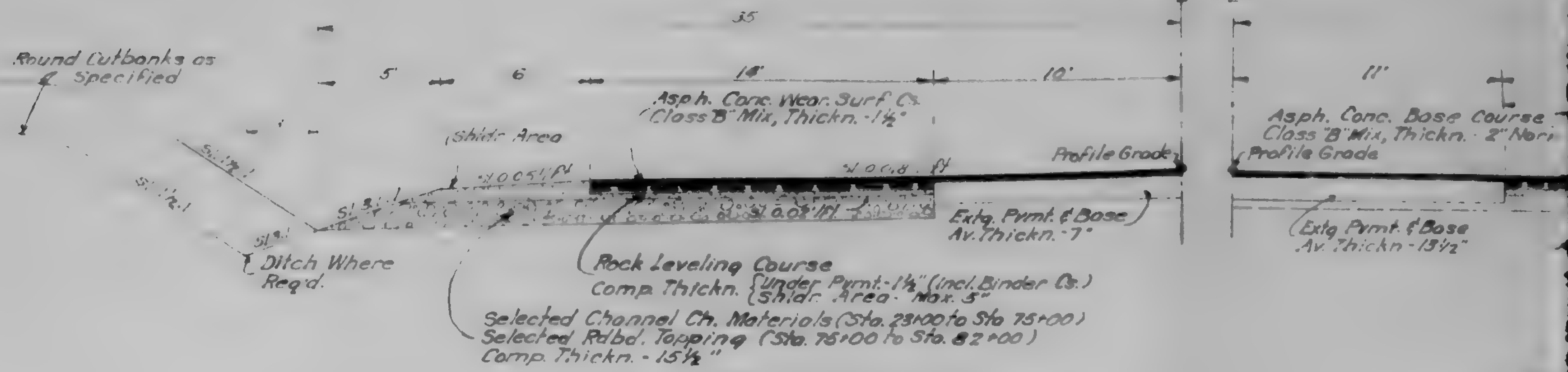

Highway ¢
A
Reloc. Mail Box
A
26'

AN



A-A
BOX APP.

TYPICAL SECTIONS

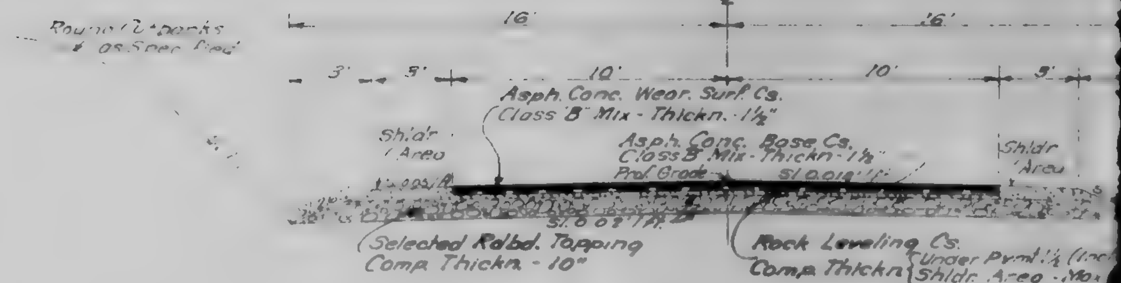


35
Round Cutbanks as
℄ Specified
5'
6
14'
10'
11'
℄
℄
Asph. Conc. Wear. Surf. Cs.
Class "B" Mix, Thickn. - 1½"
Asph. Conc. Base Course
Class "B" Mix, Thickn. - 2" Nor
Shldr. Area
Sl. 1½:1
Sl. 2:1
Sl. 3:1
Sl. 0.05'/Ft.
Sl. 0.018'/Ft.
Sl. 0.03'/Ft.
Profile Grade
Profile Grade
Extg. Pvmt. & Base
Av. Thickn. - 7"
Extg. Pvmt. & Base
Av. Thickn. - 13½"
Ditch Where
Req'd.
Rock Leveling Course
Comp. Thickn. {Under Pvmt. - 1½" (incl. Binder Cs.)
Shldr. Area - Max. 5"}
Selected Channel Ch. Materials (Sta. 23+00 to Sta. 75+00)
Selected Rdbd. Topping (Sta. 75+00 to Sta. 82+00)
Comp. Thickn. - 15½"

TYPICAL HALF SECTION

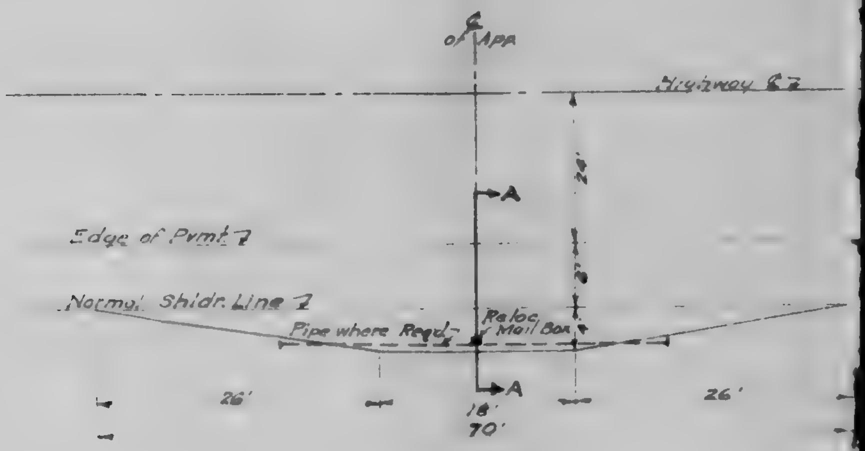
Taper Section - Sta. 23+00 to Sta. 30+00
(See Plans for Widths)
Sta. 30+00 to Sta. 82+00

TYP
Sta



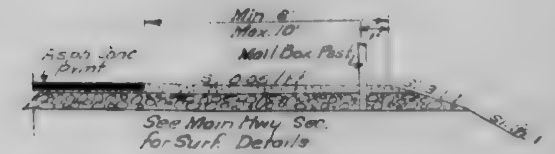
Round Cutbanks
℄ as Specified
16'
16'
℄
3'
5'
10'
10'
5'
Asph. Conc. Wear. Surf. Cs.
Class "B" Mix - Thickn. - 1½"
Shldr.
Area
Asph. Conc. Base Cs.
Class "B" Mix - Thickn. - 1½"
Prof. Grade
Sl. 0.018'/Ft.
Shldr.
Area
Sl. 0.05'/Ft.
Sl. 0.03'/Ft.
Selected Rdbd. Topping
Comp. Thickn. - 10"
Rock Leveling Cs.
Comp. Thickn. {Under Pvmt. 1½ (Inc
Shldr. Area - Max

COUNTY RD. (Lt. Sta. 90+15)
Sta 0+24 to Sta 7+00 ℄
TALENT CONNECTION



℄
of App
Highway ℄
A
A
Edge of Pvmt.
Normal Shldr. Line
Pipe where Req'd.
Reloc. Mail Box
24'
8'
26'
18'
26'
70'

PLAN

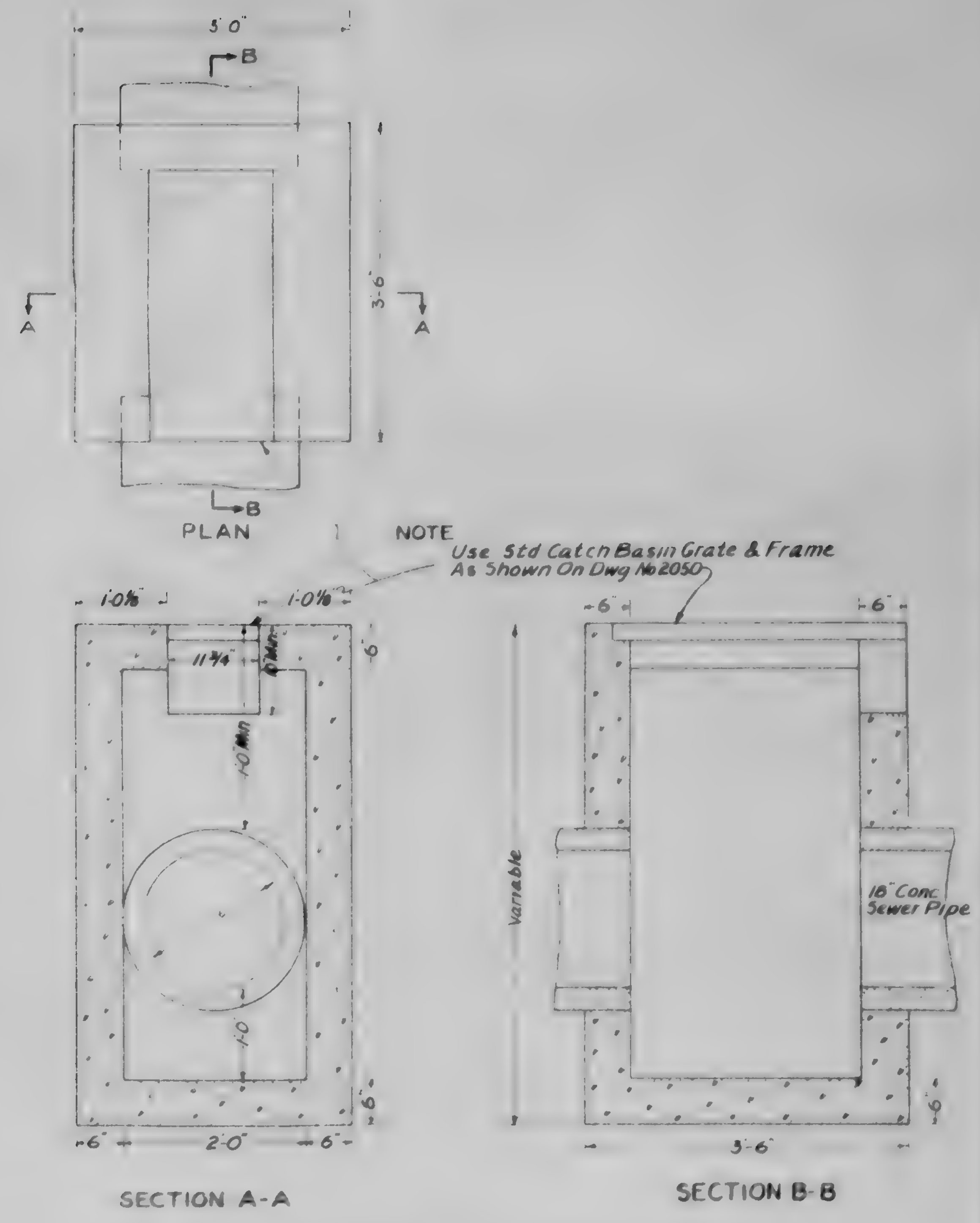


Min. 6'
Max. 10'
Mail Box Post
Asph. Conc.
Pvmt.
Sl. 0.05'/Ft.
Sl. 3:1
Sl. 2:1
See Main Hwy. Sec.
for Surf. Details

SEC. A-A
TYPICAL MAIL BOX APP.

COUNTY FARM-ASHLAND SECTION PACIFIC HIGHWAY JACKSON COUNTY				SHEET No 2A
FED ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	F-157(9)		See Index

ired to
= 70'


5'0"
B
3'-6"
A
A
B
PLAN
NOTE
Use Std Catch Basin Grate & Frame
As Shown On Dwg No 2050
1'-0⅛"
1'-0⅛"
11¾"
0 Min
1'-0" Min
1'-0"
6"
6"
6"
2'-0"
6"
6"
6"
Variable
18" Conc Sewer Pipe
6"
3'-6"

SECTION A-A

SECTION B-B

SPECIAL CONCRETE CATCH BASIN
SCALE 1"=1'-0"

SUMMARY

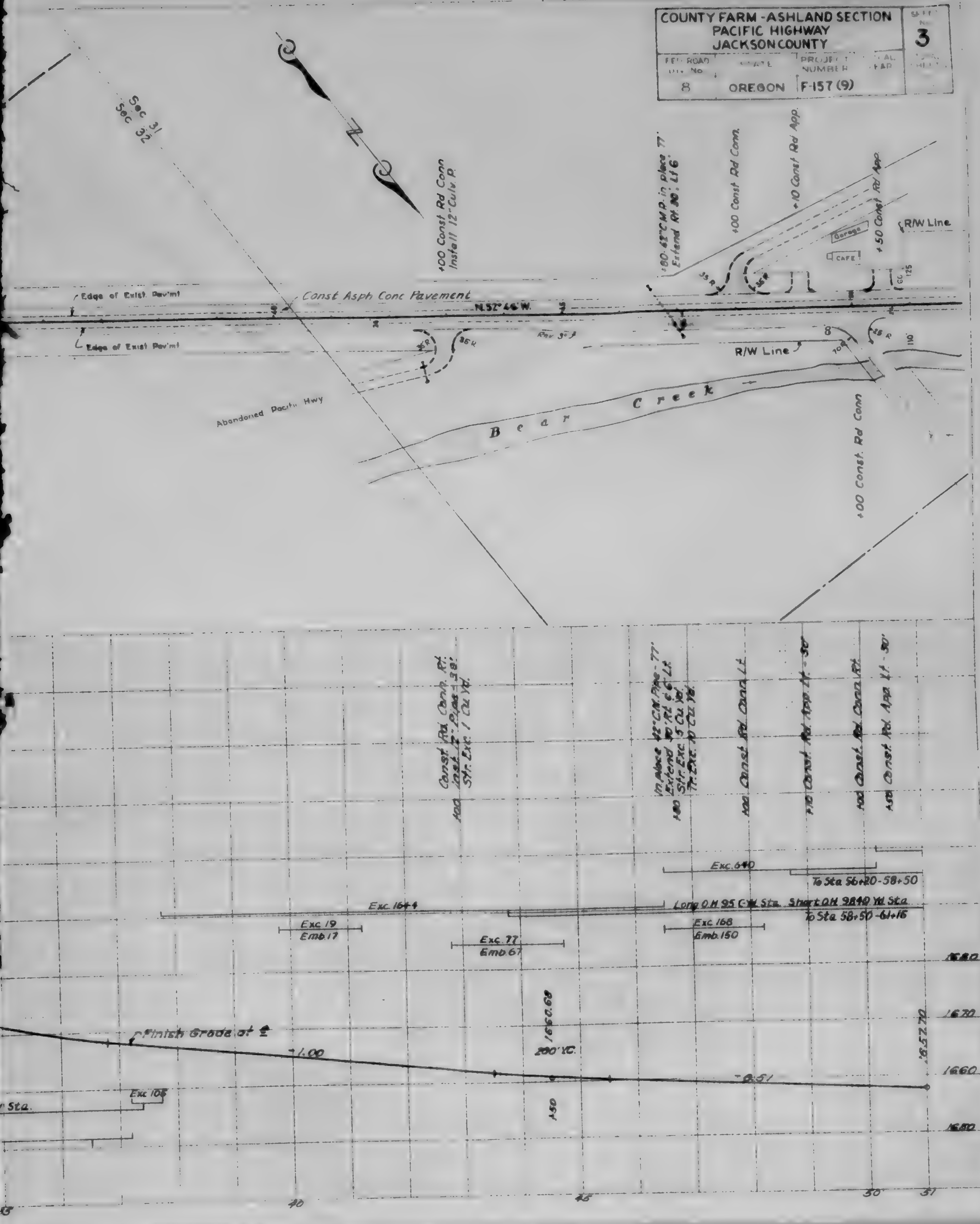
Length of Project 4.479 Miles

ITEM	UNIT	MILE					NET QUANTITY	ALLOWANCE	TOTAL	
		322	321	320	319	318				
Clearing and Grubbing	All						All		All	
Removal of Bridges	All						All		All	
Structural Excavation, Unclassified	Cu Yd	11	203	124	104	149	591	59	650	
Trench Excavation, Unclassified	Cu. Yd	51	2	10		38	101	9	110	
Channel Change Excavation, Unclassified	Cu. Yd		75,118	2196			77,314	8686	86,000	
General Excavation, Unclassified	Cu Yd	4589	20,843	5815	3612	4142	39,001	*14,999	54,000	
Short Overhaul	Yd Sta	36,030	97,040	198,782	25	6,362	*338,239	*71,761	410,000	
Long Overhaul	C-Yd Sta	1773	1187	1814		136	4910	*1290	6200	
Finishing Roadbed and Slopes	Mile	0.53	1.00	1.00	0.99	0.95	4.47		4.47	
Rounding Cutbanks	Lin Ft		1410	450			1860	140	2000	
6" Perforated Metal Drain Pipe, Coated	Lin Ft		400				400	40	440	
8" Perforated Metal Drain Pipe, Coated	Lin Ft			14			14	6	20	
3/8"-0 Backfill in Drains	Cu Yd		70	3			73	7	80	
12-inch Concrete Pipe	Lin Ft.	39	435	636	336	350	1796	204	2000	
18-inch Concrete Pipe	Lin. Ft	24		147	363	269	803	97	900	
24-inch Concrete Pipe	Lin Ft.			39	24	18	81	9	90	
30-inch Concrete Pipe	Lin Ft			36			36	4	40	
36-inch Concrete Pipe	Lin Ft				18		18	2	20	
18-inch Corrugated Metal Pipe	Lin Ft.	24	75				99	11	110	
24-inch Corrugated Metal Pipe	Lin Ft		184				184	16	200	
42 inch Corrugated Metal Pipe	Lin. Ft	36					36	4	40	
48-inch-Corrugated Metal Pipe	Lin. Ft.		148				148	12	160	
Extra For Installing Culvert Pipe Under Pavement	Lin. Ft					26	26	4	30	
24-inch Metal Headgate	One		1				1		1	
Salvaging Culvert Pipe	Lin Ft			489	702	519	1710	190	1900	
Concrete Catch Basins	One		1	2	1		4		4	
Special Concrete Catch Basins	One				3	3	6		6	
Concrete Manholes	One					1	1		1	
Adjustment of Manholes	One				1	1	2		2	
Adjustment of Catch Basins	One				4	4	8	2	10	
Concrete Curbs	Cu. Yd.					4	4	1	5	
Selected Roadbed Topping	Cu Yd						35,175	3825	39,000	
Hauling Roadbed Topping	Yd. Mile						44,107	4893	49,000	
3/4"-0 Material in Leveling Course and Shoulders	Cu. Yd.						9730	1270	11,000	
Sprinkling	M-Gal.						2740	260	3000	
3/4"-0 Material in Binder Course	Cu Yd						673	77	750	
RC-3 Asphalt in Binder Course	Ton						108	12	120	
Class "B" Asphaltic Concrete	Ton						19,545	1955	21,500	
RS-1 Emulsified Asphalt in Tack and Seal Coats	Ton						127	13	140	
Aggregate in Seal Coat	Cu. Yd.						630	70	700	
Asphaltic Concrete Traffic Markers	Lin. Ft.						1694	106	1800	

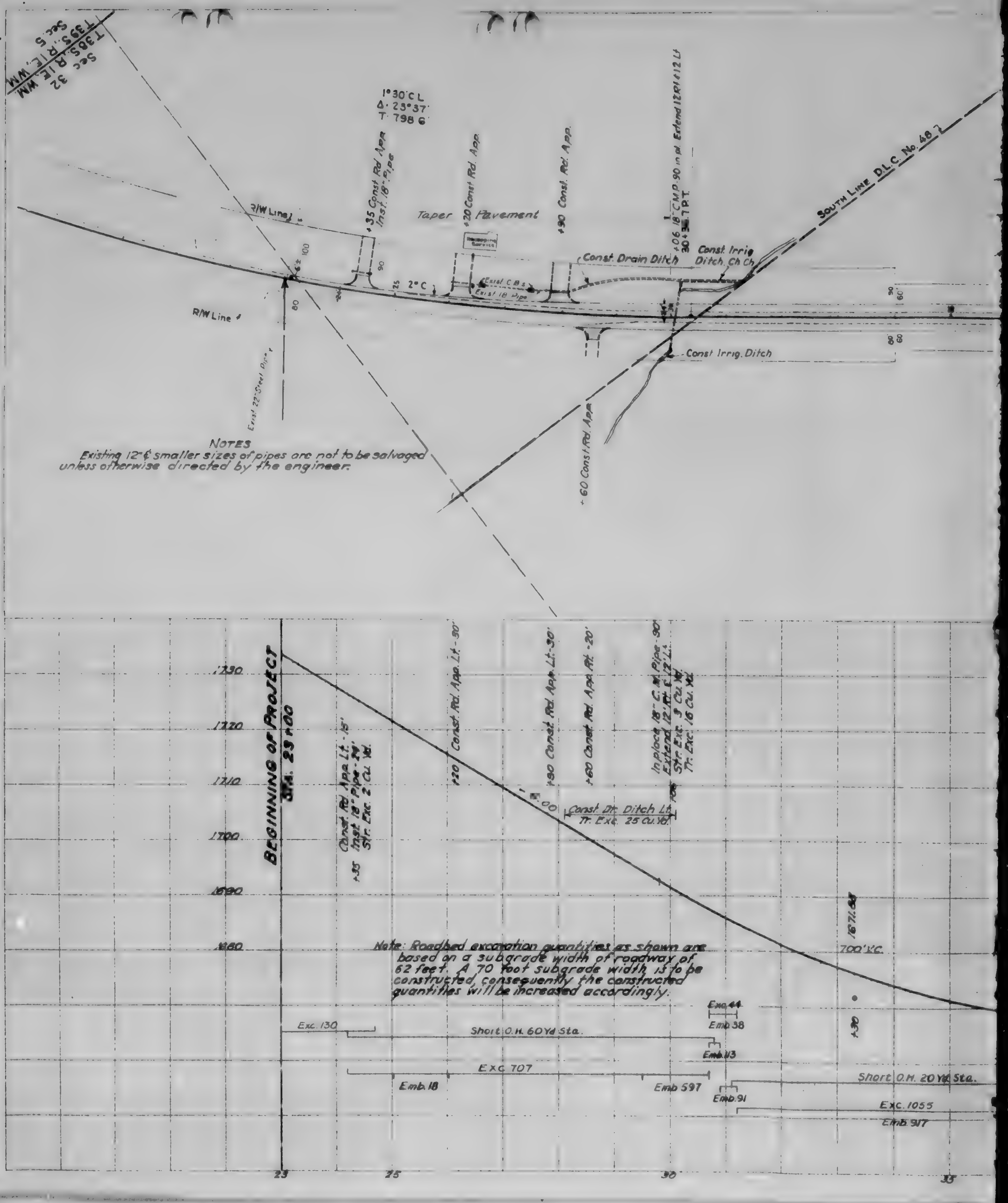
* Allowance Includes Extra Quantities Required to Widen Roadbed Section from 62' Roadbed to 70' Roadbed.

COUNTY FARM - ASHLAND SECTION
PACIFIC HIGHWAY
JACKSON COUNTY

FED. ROAD DIV. No.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET No.	TOTAL SHEETS
8	OREGON	F-157 (9)		3	



N
Sec 31
Sec 32
+00 Const Rd Conn
Install 12" Culv P.
+80 48" C.M.P. in place 77'
Extend Rt 30'; Lt 6'
+00 Const Rd Conn.
+10 Const Rd App
+50 Const Rd App
R/W Line
Garage
CAFE
35 R
35 R
125
Edge of Exist Pav'mt
Const Asph Conc Pavement
N.52°46'W.
Edge of Exist Pav'mt
35 R
R/W Line
8
70
35 R
110
Abandoned Pacific Hwy
Bear Creek
+00 Const. Rd Conn
+00 Const. Rd. Conn. Rt.
Inst. 12" Pipe - 38'
Str. Exc. 1 Cu. Yd.
+80 In place 48" C.M. Pipe - 77'
Extend 30' Rt. 6' Lt.
Str. Exc. 5 Cu. Yd.
Tr. Exc. 10 Cu. Yd.
+00 Const. Rd. Conn. Lt.
+10 Const. Rd. App. Lt. - 50'
+00 Const. Rd. Conn. Rt.
+50 Const. Rd. App. Lt. - 50'
Exc. 640
To Sta 56+20-58+50
Exc. 1644
Long O.H. 95 C. Yd. Sta. Short O.H. 9840 Yd. Sta.
To Sta 58+50-61+16
Exc. 19
Emb. 17
Exc. 77
Emb. 67
Exc. 168
Emb. 150
1680
1670
1660
1650
Finish Grade at ℄
+1.00
1660.68
200' V.C.
+50
-0.51
1652.70
Exc. 106
Yd. Sta.
35
40
45
50
51


Sec 32
T38S. R1E. WM
T39S. R1E. WM
Sec 5
1°30'C L
Δ 23°37'
T 798 6'
+35 Const Rd App
Inst. 18" Pipe
+20 Const Rd. App
+90 Const. Rd. App.
+06 18" CMP 90 in pl. Extend 12'Rt & 12'Lt
30+3 P.T.
Taper Pavement
R/W Line
R/W Line
100
90
80
25
2° C
Exist C.B.s
Exist 18 Pipe
Exist 22" Steel Pipe
Const. Drain Ditch
Const. Irrig. Ditch. Ch Ch
Const Irrig. Ditch
+60 Const. Rd. App
SOUTH LINE D.L.C. No. 48
90
60
80
60
BEGINNING OF PROJECT
STA. 23+00
1730
1720
1710
1700
1690
1680
+35 Const. Rd. App. Lt. 15' Inst. 18" Pipe 24' Str. Exc. 2 Cu. Yd.
+20 Const. Rd. App. Lt. 30'
+90 Const. Rd. App. Lt. 30'
+60 Const. Rd. App. Rt. 20'
In place 18" C.M. Pipe 90' Extend 12' Rt. & 12' Lt. Str. Exc. 3 Cu. Yd. Tr. Exc. 16 Cu. Yd.
+00
Const. Dr. Ditch Lt. Tr. Exc. 25 Cu. Yd.
+06
1671.84
700' V.C.
+30
Exc. 130
Short O.H. 60 Yd Sta.
Exc. 44
Emb. 38
Emb. 113
Exc 707
Emb. 18
Emb 597
Emb. 91
Short O.H. 20 Yd Sta.
Exc. 1055
Emb. 917
23
25
30
35

NOTES

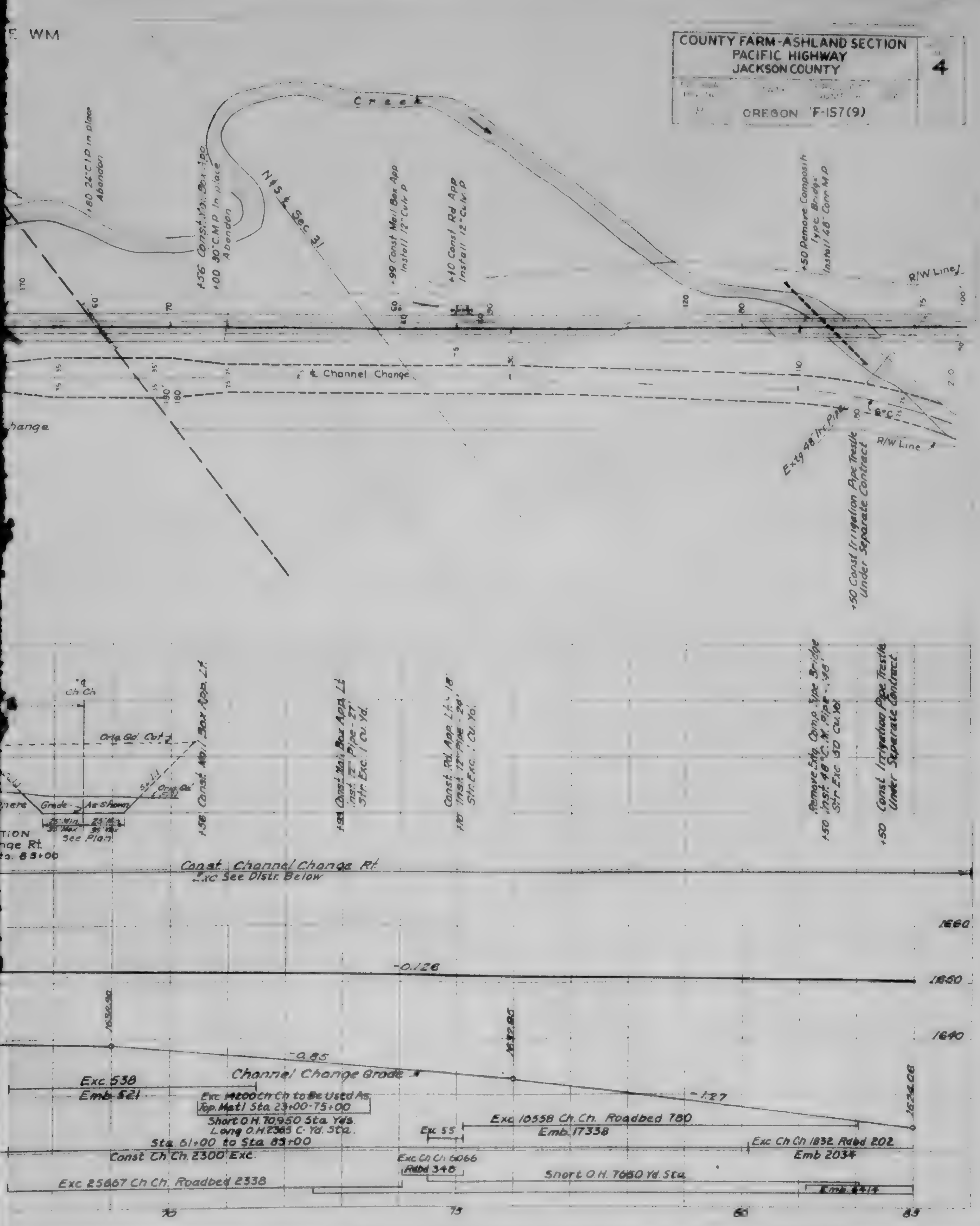
Existing 12" & smaller sizes of pipes are not to be salvaged unless otherwise directed by the engineer.

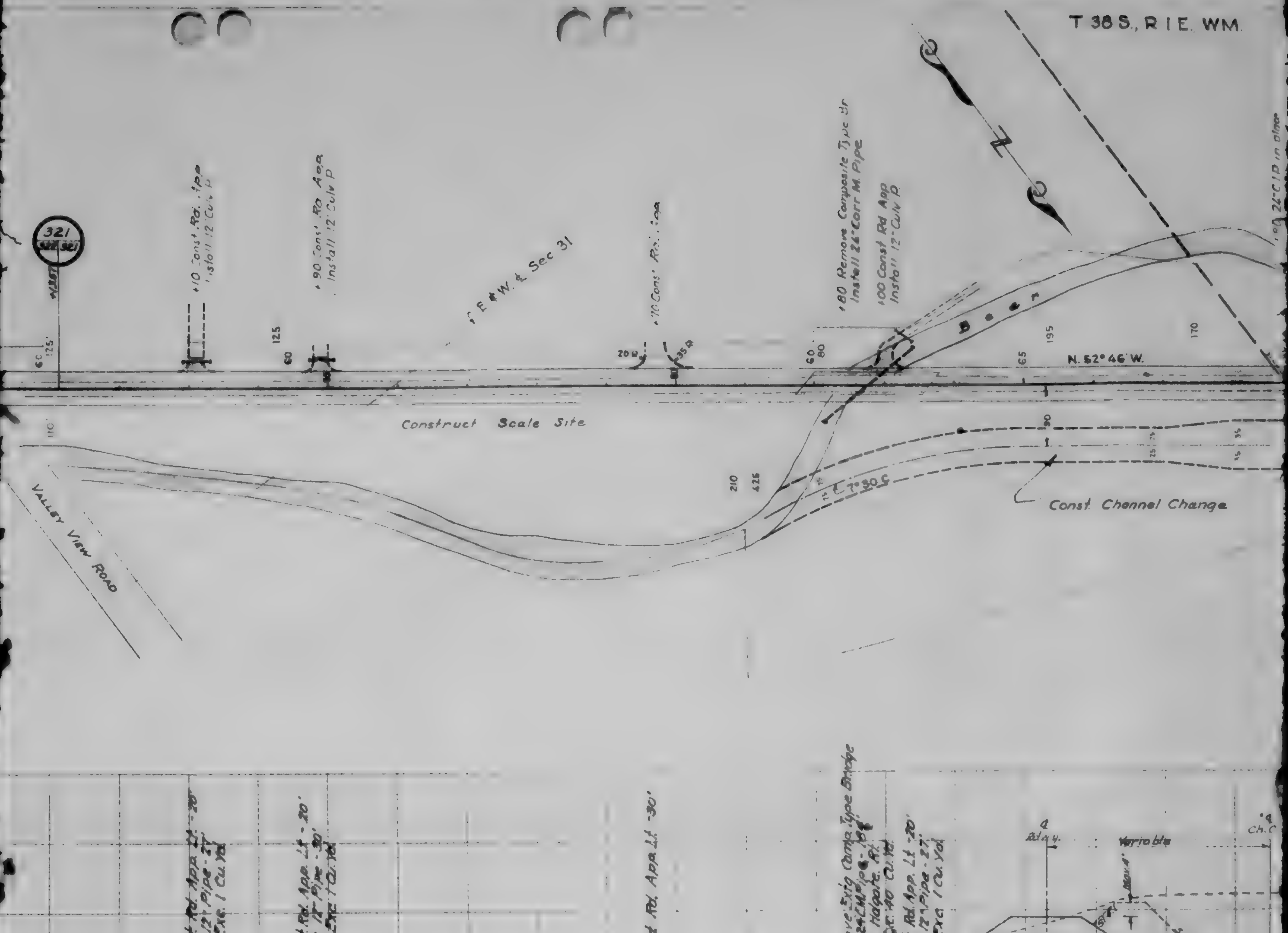
Note: Roadbed excavation quantities as shown are based on a subgrade width of roadway of 62 feet. A 70 foot subgrade width is to be constructed, consequently the constructed quantities will be increased accordingly.

COUNTY FARM-ASHLAND SECTION
PACIFIC HIGHWAY
JACKSON COUNTY

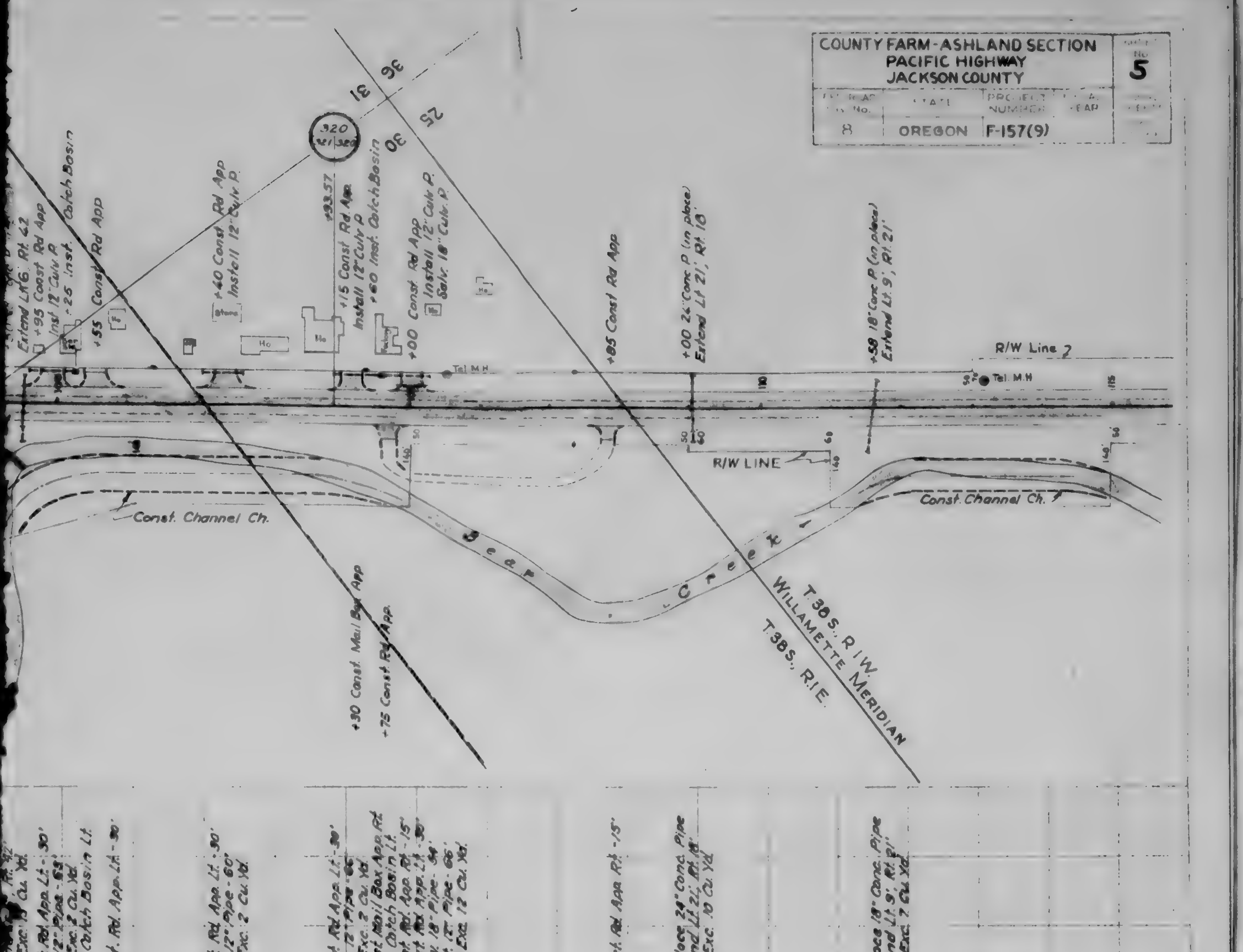
OREGON F-157(9)

4

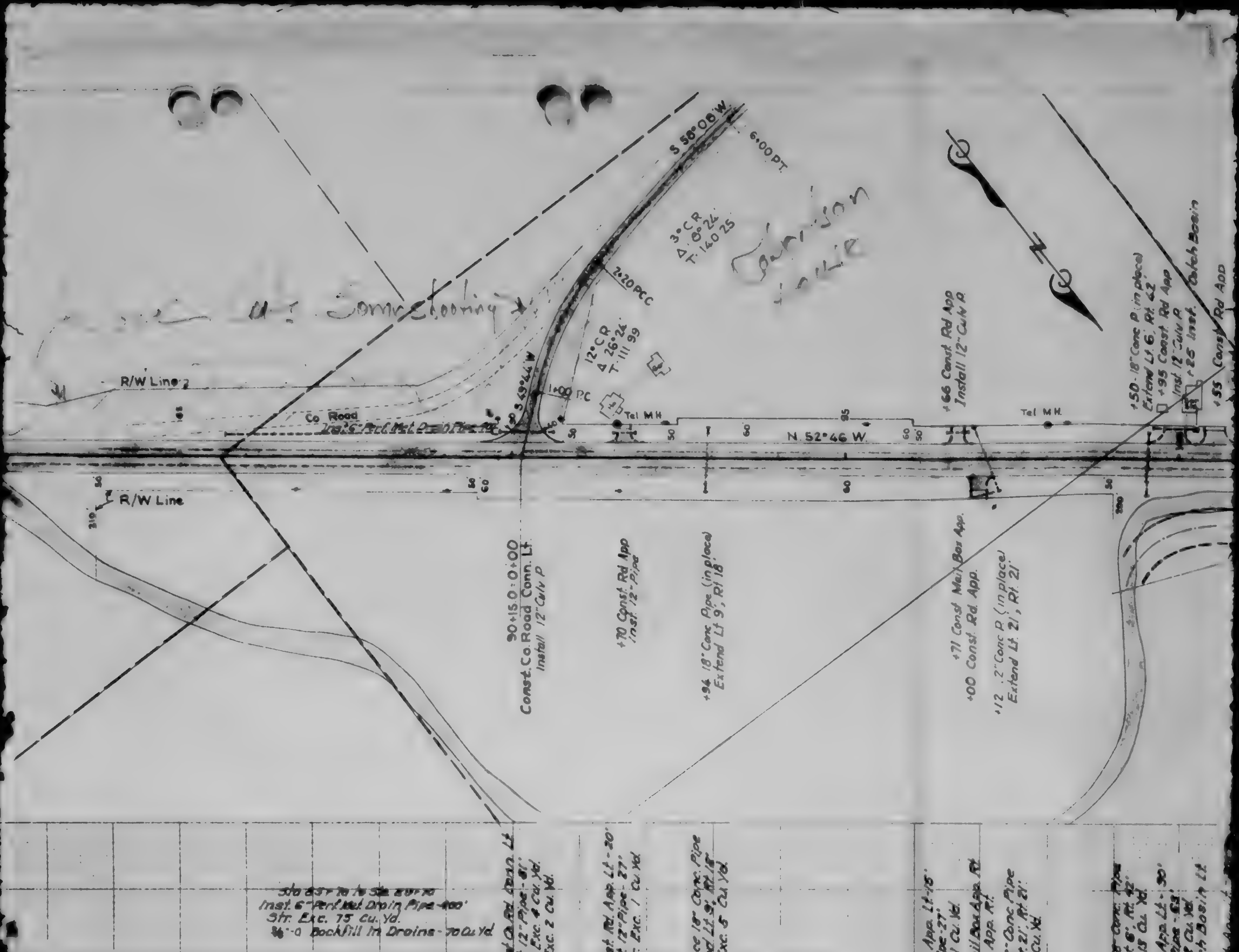

WM
Creek
N 1/16 Cor Sec 31
+80 24" C.I.P. in place Abandon
+56 Const. Mail Box App
+00 30" C.M.P. in place Abandon
+99 Const Mail Box App Install 12" Culv. P
+40 Const Rd App Install 12" Culv. P
+50 Remove Composit Type Bridge Install 48" Corr M P
R/W Line
℄ Channel Change
Extg 48" Irr Pipe
R/W Line
+50 Const Irrigation Pipe Trestle Under Separate Contract
170
60
70
80
90
100
110
120
Channel Change
Orig Gd. Cat.
Orig Gd.
Grade
As Shown
25' Min.
35' Max
See Plan
Ch Ch
+58 Const Mail Box App Lt
+99 Const Mail Box App Lt Inst. 12" Pipe - 27' Str. Exc. 1 Cu Yd.
+40 Const Rd App Lt & Rt Inst. 12" Pipe - 26' Str. Exc. 1 Cu Yd.
+50 Remove Extg. Comp. Type Bridge Inst. 48" C.M. Pipe - 48' Str Exc 50 Cu Yd.
+50 Const Irrigation Pipe Trestle Under Separate Contract
Channel Change Rt.
Sta. 85+00
Const. Channel Change Rt.
Exc See Distr. Below
1660
1650
1640
-0.126
1638.90
1632.85
1624.08
-0.85
-1.27
Channel Change Grade
Exc. 538
Emb 521
Exc 14200 Ch Ch to Be Used As Top. Mat'l Sta 23+00-75+00
Short O.H. 70,950 Sta Yds.
Long O.H. 2365 C-Yd. Sta.
Sta 61+00 to Sta 85+00
Const Ch. Ch. 2300 Exc.
Exc 25667 Ch Ch. Roadbed 2338
Exc 55
Exc 10558 Ch. Ch. Roadbed 780
Emb. 17338
Exc Ch Ch 6066
Rdbd 348
Short O.H. 7650 Yd Sta
Exc Ch Ch 1832 Rdbd 202
Emb 2034
Emb 6414
70
75
80
85


T 38 S., R 1 E. W.M.
321
+10 Const. Rd. App. Install 12" Culv P
+90 Const. Rd. App. Install 12" Culv P
℄ E & W. ¼ Sec 31
+70 Const. Rd. App
+80 Remove Composite Type Br. Install 24" Corr M. Pipe
100 Const Rd App Install 12" Culv P
N. 52° 46' W.
Bear Creek
Construct Scale Site
Const. Channel Change
Valley View Road
1° 30' C
24" C.I.P. in place
+10 Const. Rd. App. Lt. -20' Inst. 12" Pipe -27' Str. Exc. 1 Cu. Yd.
+90 Const. Rd. App. Lt. -20' Inst. 12" Pipe -30' Str. Exc. 1 Cu. Yd.
+70 Const. Rd. App. Lt. -30'
+80 Remove Exist. Comp. Type Bridge Inst. 24" CMPipe -70' Inst. Headgate Rt. Str. Exc. 40 Cu. Yd.
63+00 Const. Rd. App. Lt. -20' Inst. 12" Pipe -27' Str. Exc. 1 Cu. Yd.
℄ Rdwy.
Variable
Note: Const. Berm where Rdwy. is in cut.
Grade
TYPICAL SECTION
Channel Change Rt.
Sta. 61+00 to Sta. 65+00
1657.70
1656.15
1652.55
1641.30
1660
1650
1640
-0.51
-0.326
-0.30
Exc. 1524
Emb. 1325
Short O.H. 2000 Yd. Sta.
Emb. 557
For Quantities See Sheet 3
Emb. 1450
Exc. 1170
Emb. 1017
Exc. 5900 Ch. Ch.
Exc. 909 Roadbed
Emb. 5920
51
55
60
65

COUNTY FARM-ASHLAND SECTION PACIFIC HIGHWAY JACKSON COUNTY				SHEET No. 5
FED. ROAD DIV. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	F-157(9)		



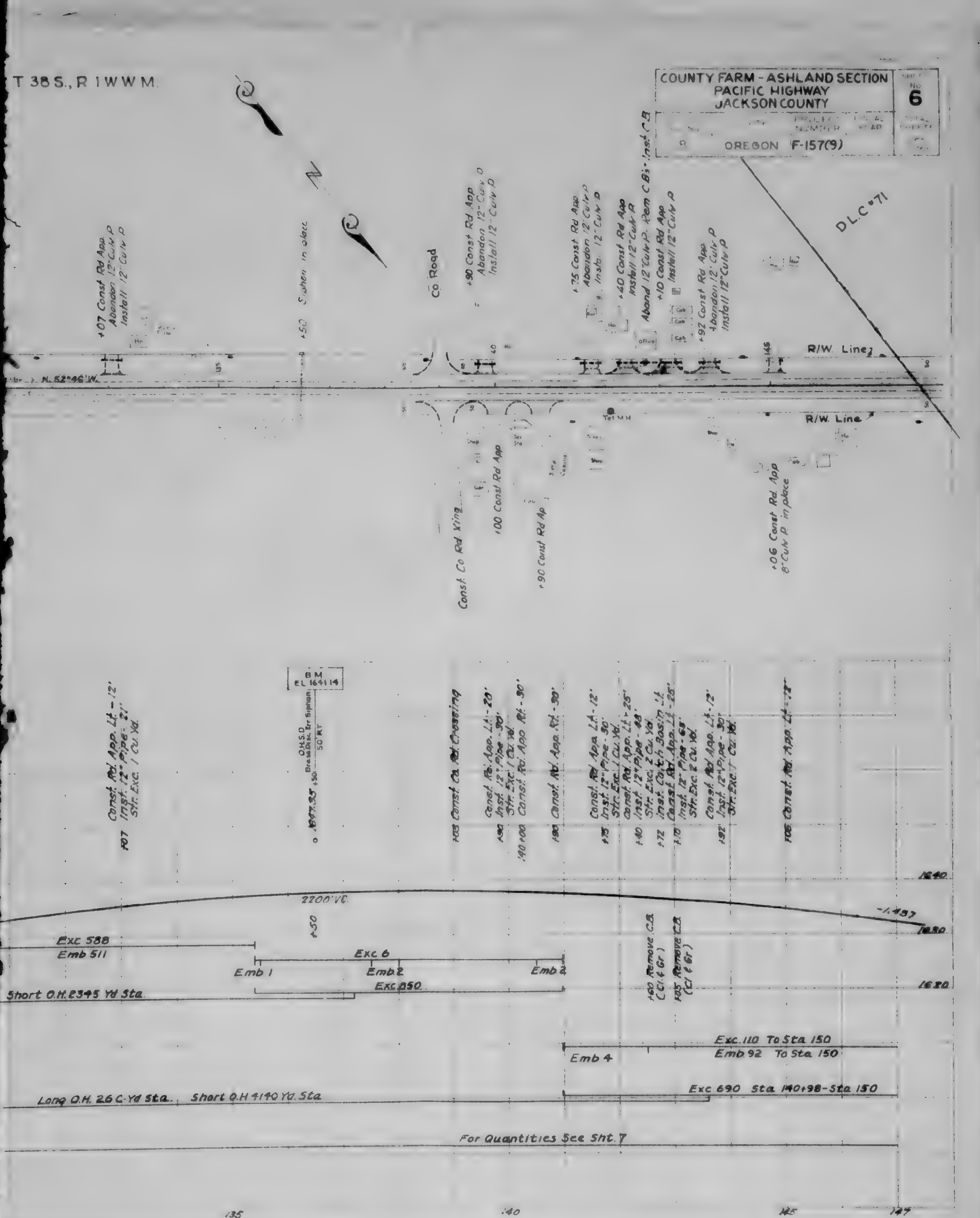
36 31
25 30
320 / 321 320
Extend LtG Rt 42
+95 Const Rd App
Inst 12" Culv P
+25 Inst Catch Basin
+55 Const Rd App
+40 Const Rd App
Install 12" Culv P
+15 Const Rd App
Install 12" Culv P
+60 Inst. Catch Basin
+00 Const. Rd App
Install 12" Culv P
Salv. 18" Culv. P
+85 Const Rd App
+00 24" Conc P (in place)
Extend Lt 21', Rt 18'
+58 18" Conc P (in place)
Extend Lt 9', Rt 21'
R/W Line
R/W LINE
Tel. M.H.
Const. Channel Ch.
Bear Creek
T 38 S, R 1 W.
WILLAMETTE MERIDIAN
T 38 S, R 1 E.
+30 Const. Mail Box App
+75 Const Rd App
99+50 Extend Rt 42' Str. Exc 15 Cu. Yd.
99+85 Const Rd App Lt - 30' Inst 12" Pipe - 53' Str. Exc. 2 Cu. Yd
100+25 Inst. Catch Basin Lt.
100+55 Const. Rd. App. Lt - 30'
+40 Const. Rd. App. Lt - 30' Inst. 12" Pipe - 60' Str Exc. 2 Cu. Yd.
103+75 Const Rd App Lt - 30' Inst. 12" Pipe - 66' Str. Exc. 2 Cu. Yd.
104+30 Const. Mail Box App Rt
104+60 Inst. Catch Basin Lt.
104+75 Const. Rd. App. Rt - 15'
105+00 Const. Rd. App. Lt - 30' Salv. 18" Pipe - 54' Inst. 12" Pipe - 66' Str. Exc. 12 Cu. Yd.
+85 Const. Rd App Rt - 15'
In place 24" Conc. Pipe
+00 Extend Lt 21', Rt 18' Str. Exc. 10 Cu. Yd.
+58 In Place 18" Conc. Pipe Extend Lt 9', Rt 21' Str. Exc. 7 Cu. Yd.
Const. Channel Change Rt
Exc. Incl. In Main Hwy. Dist.
Const. Channel Change Rt
Exc. Incl. In Main Hwy. Dist.
Exc. 868 Ch. Ch
Exc. 1626 Ch. Ch.
1625.20
Long O.H. 12 C-Yd Sta.
Short O.H. 5150 Yd Sta.
Grade as Shown
1½:1
1½:1
25'
25'
TYPICAL SECTION
Channel Change Rt.
Sta. 98+25 to Sta. 104+00
Sta. 111+50 to Sta. 114+50
Short O.H. 5208 Yd. Sta.
Emb. 1626
Emb. 868
Exc. 70 Ch. Ch. 124 Rdbd
Emb. 194
Exc. 62
Emb. 62
Exc. 40 Ch. Ch. 26 Rdbd
For Quant. See Sht 6
-2.378
Exc. 1421 C.C. 300 Rdbd 600' V.C.
Rdbd
Emb. 764
+50
Emb. 2008
Exc. 1515 Ch. Ch. 493 Rdbd
Exc. 152 Ch. Ch. 212 Rdbd
Emb. 1991
-0.481
Exc. 279 Ch. Ch. 87 Rdbd.
Emb. 366
1640
1630
1620
1610
-0.42
Channel Ch. Grade
1605.8
1600.8
-0.40
Channel Ch. Grade
Emb. 121
Emb. 198
Long O.H. 1067 C-Yd Sta.
Short O.H. 167,918 Yd Sta.
100
105
110
115

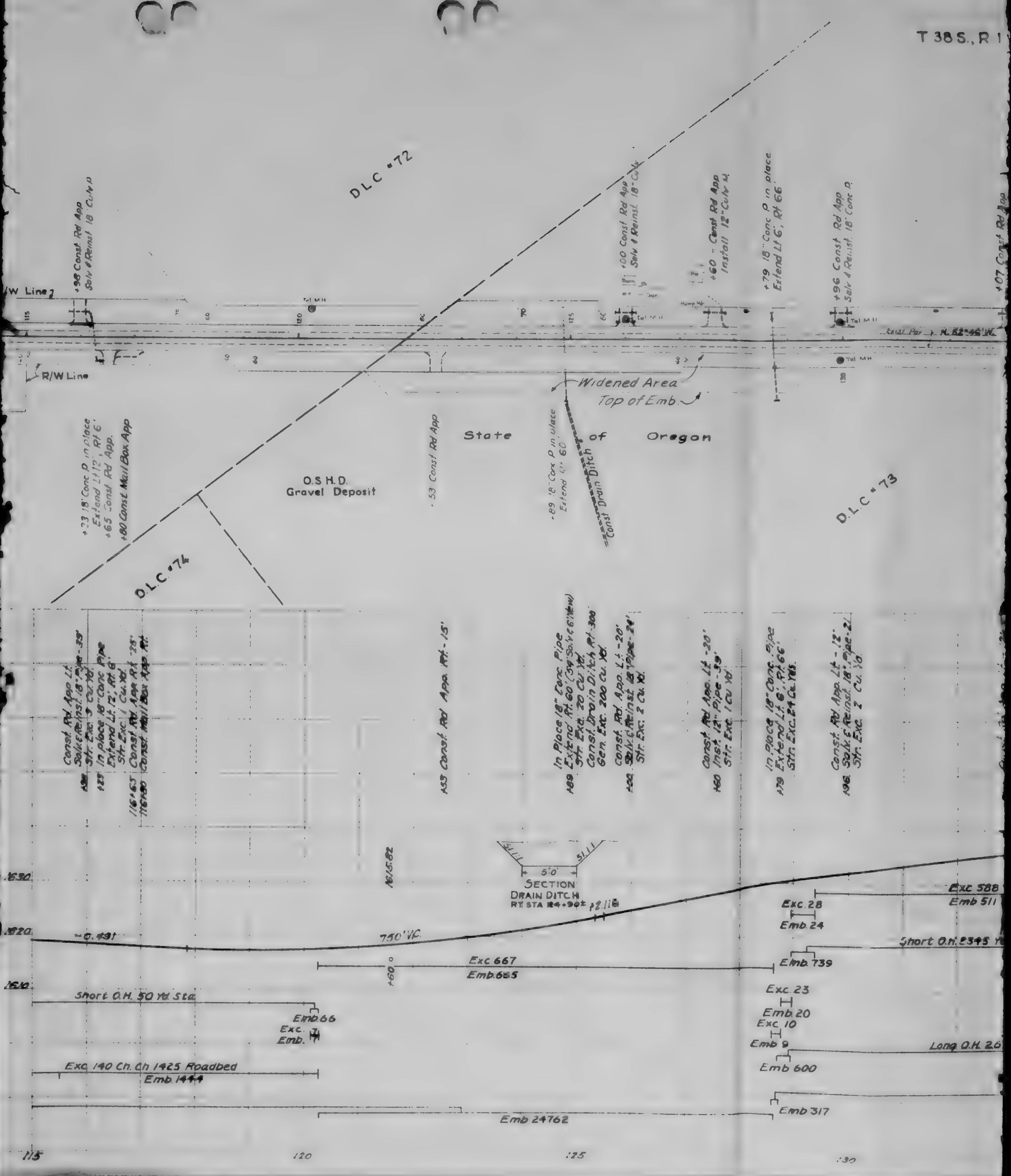

S 58°08' W
6+00 PT
3° C.R.
Δ 6°24'
T 140.25
Johnson
2+20 PCC
12° C.R.
Δ 26°24'
T 111.99
S 49°44' W
1+00 PC
R/W Line
Co. Road
Inst. 6" Perf. Met. Drain Pipe
Tel MH
N 52°46' W
Tel MH
R/W Line
90+15.0 = 0+00
Const. Co. Road Conn. Lt.
Install 12" Culv P
+70 Const. Rd App
Inst. 12" Pipe
+96 18" Conc Pipe (in place)
Extend Lt 9', Rt 18'
+66 Const Rd App
Install 12" Culv P
+71 Const Mail Box App.
+00 Const. Rd. App.
+12 12" Conc P (in place)
Extend Lt 21', Rt 21'
+50 18" Conc P (in place)
Extend Lt 6', Rt 42'
+95 Const Rd App
Inst 12" Culv P
+25 Inst. Catch Basin
+55 Const Rd App
Sta 83+70 to Sta 89+70
Inst. 6" Perf. Met. Drain Pipe - 400'
Str. Exc. 75 Cu. Yd.
Backfill in Drains - 70 Cu. Yd.
Const. Co. Rd. Conn. Lt.
+15 Inst. 12" Pipe - 81'
Str. Exc. 4 Cu. Yd.
Tr. Exc. 2 Cu. Yd.
Const. Rd. App. Lt. - 20'
+70 Inst. 12" Pipe - 27'
Str. Exc. 1 Cu. Yd.
In place 18" Conc. Pipe
+96 Extend Lt. 9', Rt. 18'
Str. Exc. 5 Cu. Yd.
1700.0
1648.96
1350' V.C.
800' V.C.
1690
-0.128
+50
Profile Co. Rd. Finish Grade @ ℄
Connection 10,500 C.Y. Exc.
Widen Embankments
Short O.H. 40,000 Yd Sta
Long O.H. 500 C Yd Sta.
+10.0
Exc. 1176
Emb 1176
Exc 342 C.C.
Rdbd. 385
Short O.H. 2550 Yd Sta
Exc 50
Emb. 50
Emb. 727
Exc. 220
Emb. 220
Exc 277
Emb. 277
Emb. 3004
95+66 Const. Rd. App. Lt. - 15'
Inst. 12" Pipe - 27'
Str. Exc. 1 Cu. Yd.
96+71 Const. Mail Box App. Rt.
97+00 Const. Rd. App. Rt.
97+12 In place 12" Conc. Pipe
Extend Lt. 21', Rt. 21'
Str. Exc. 5 Cu. Yd.
99+50 In place 18" Conc. Pipe
Extend Lt. 6', Rt. 42'
Str. Exc. 15 Cu. Yd.
99+95 Const. Rd. App. Lt. - 30'
Inst. 12" Pipe - 63'
Str. Exc. 2 Cu. Yd.
100+25 Inst. Catch Basin Lt.
Exc. 868 Ch. Ch.
Exc. 638 Ch. Ch. 126 Rdbd.
-2.378
Emb. 764
1611.00
Long O.H.
83
85
90
95
100

COUNTY FARM - ASHLAND SECTION
PACIFIC HIGHWAY
JACKSON COUNTY

No 6

OREGON F-157(9)

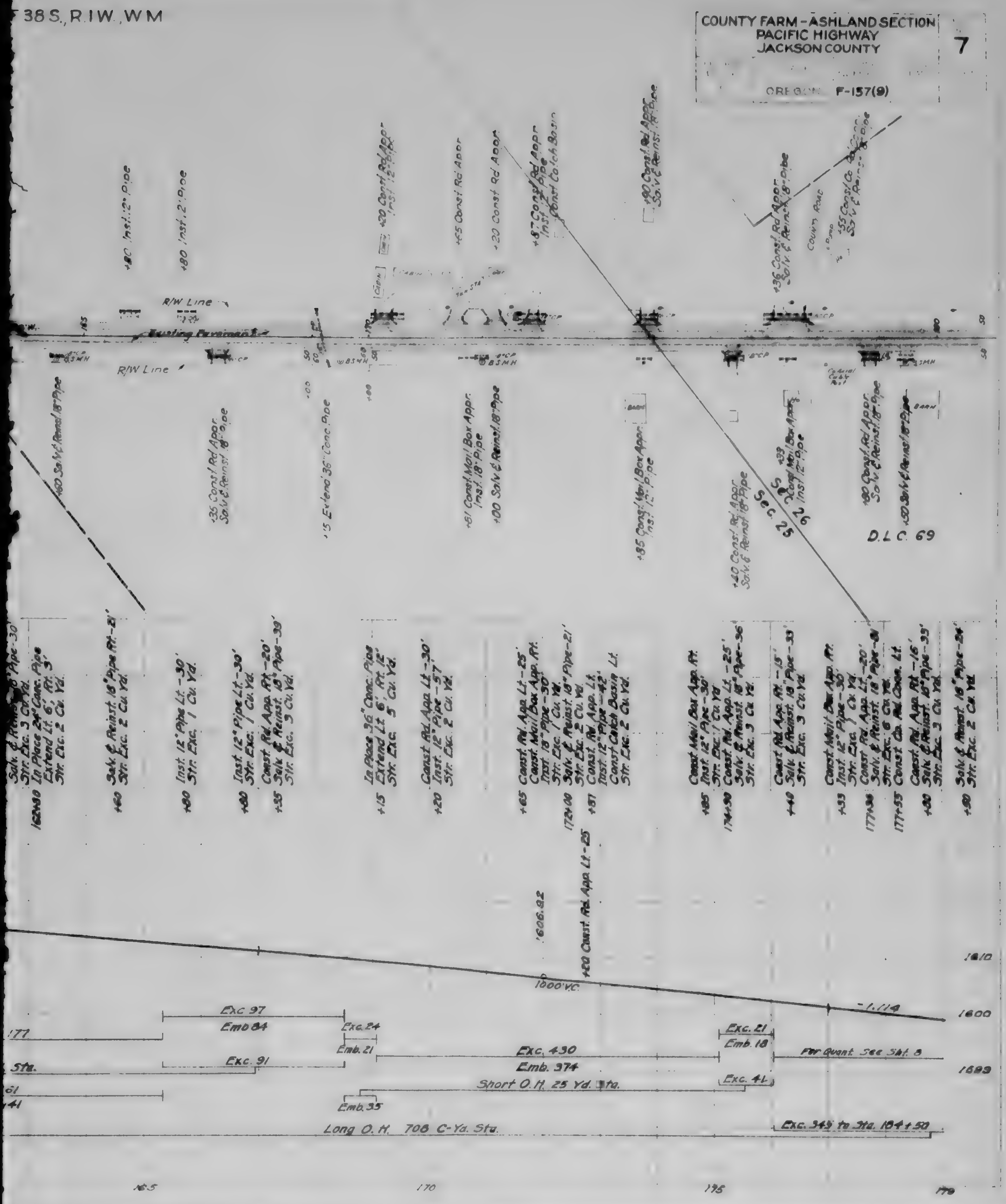

T 38 S., R 1 W W M.
N
D.L.C. 71
+07 Const Rd App Abandon 12" Culv P Install 12" Culv P
+50 Siphon in place
Co Road
+90 Const Rd App Abandon 12" Culv P Install 12" Culv P
+75 Const Rd App Abandon 12" Culv P Install 12" Culv P
+40 Const Rd App Install 12" Culv P
Aband 12" Culv P Rem C B's Inst C B
+10 Const Rd App Install 12" Culv P
+92 Const Rd App Abandon 12" Culv P Install 12" Culv P
R/W Line
N. 52°46' W.
Tel M H
Const Co Rd X'ing
100 Const Rd App
+90 Const Rd App
+06 Const Rd App 8" Culv P in place
B M EL 1641.14
O.H.S.D Brass Disc Irr Siphon 50' Rt
1+07 Const. Rd. App. Lt. - 12' Inst. 12" Pipe - 21' Str. Exc. 1 Cu. Yd.
0 1397.35 +50
+03 Const. Co. Rd. Crossing
+90 Const. Rd. App. Lt. - 20' Inst. 12" Pipe - 30' Str. Exc. 1 Cu. Yd.
140+00 Const. Rd. App. Rt. - 30'
+90 Const. Rd. App. Rt. - 30'
+75 Const. Rd. App. Lt. - 12' Inst. 12" Pipe - 30' Str. Exc. 1 Cu. Yd.
+40 Const. Rd. App. Lt. - 25' Inst. 12" Pipe - 48' Str. Exc. 2 Cu. Yd.
+72 Inst. Catch Basin Lt.
+10 Const. Rd. App. Lt. - 25' Inst. 12" Pipe - 63' Str. Exc. 2 Cu. Yd.
+92 Const. Rd. App. Lt. - 12' Inst. 12" Pipe - 30' Str. Exc. 1 Cu. Yd.
+06 Const. Rd. App. Lt. - 12'
1640
2200' VC
-1.437
1630
1620
+50
Exc 588
Emb 511
Exc 6
Emb 1
Emb 2
Emb 2
Exc 850
Short O.H. 2345 Yd. Sta.
+60 Remove C.B. (Cl 4 Gr)
+05 Remove C.B. (Cl 6 Gr)
Exc 110 To Sta 150
Emb 92 To Sta 150
Emb 4
Long O.H. 26 C-Yd Sta.
Short O.H. 4140 Yd. Sta
Exc 690 Sta 140+98 - Sta 150
For Quantities See Sht. 7
135
140
145
149

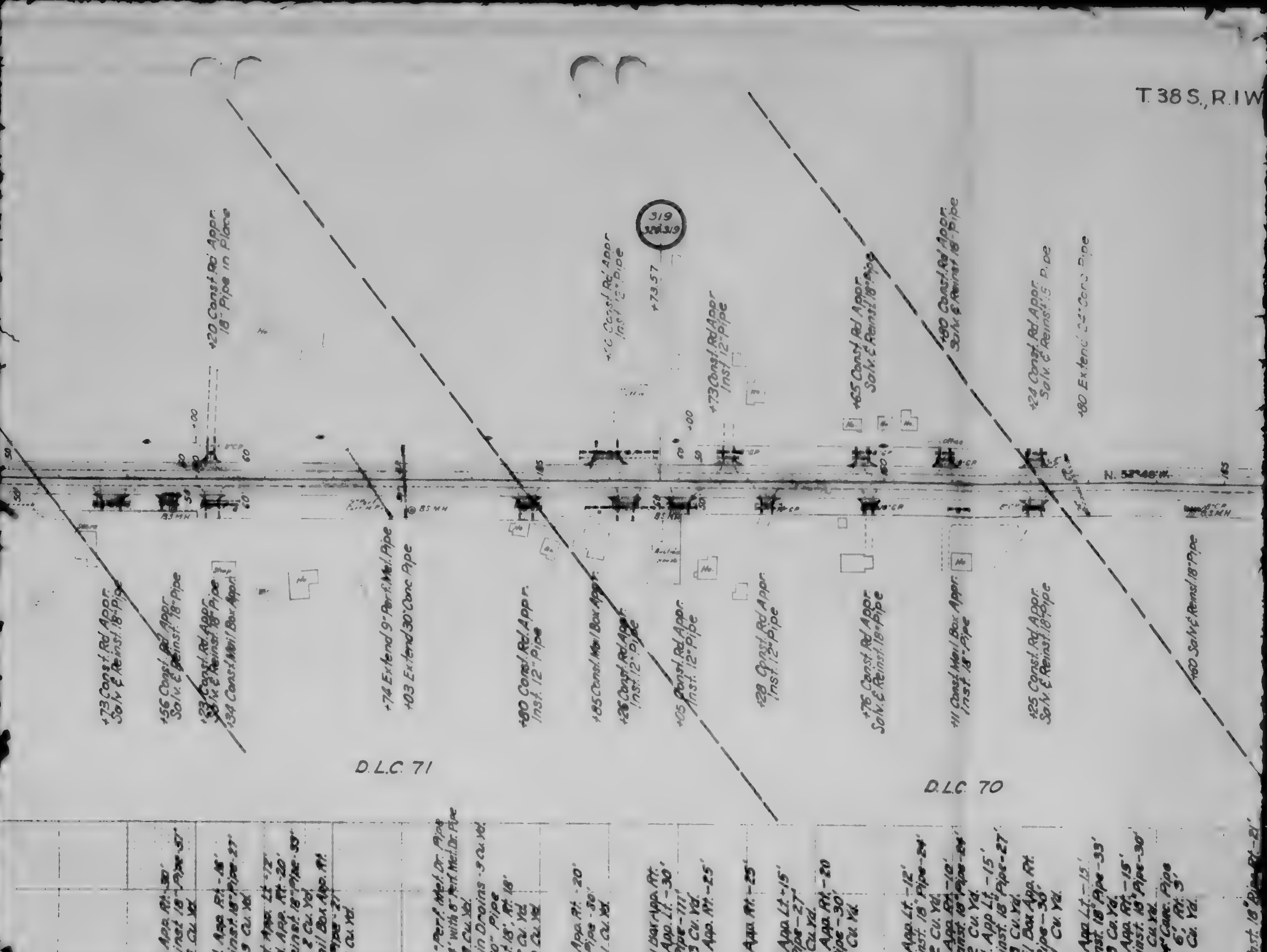

T 38 S., R 1
D.L.C. #72
D.L.C. #73
D.L.C. #74
+98 Const Rd App
Salv & Reinst 18" Culv P
+00 Const Rd App
Salv & Reinst 18" Culv
+60 - Const Rd App
Install 12" Culv H
+79 18" Conc P in place
Extend Lt 6', Rt 66'
+96 Const Rd App
Salv & Reinst 18" Conc P
+07 Const Rd App
R/W Line
R/W Line
Tel M.H.
Tel M.H.
Tel M.H.
Tel M.H.
Exist Pav
N 52°46' W
Widened Area
Top of Emb.
State of Oregon
O.S.H.D.
Gravel Deposit
+23 18" Conc P in place
Extend Lt 12', Rt 6'
+65 Const Rd App.
+80 Const Mail Box App
+53 Const Rd App
+89 18" Conc P in place
Extend Rt 60'
Const Drain Ditch
+98 Const. Rd. App Lt.
Salv. & Reinst. 18" Pipe - 35'
Str. Exc. 3 Cu. Yd.
+23 In place 18" Conc Pipe
Extend Lt. 12', Rt. 6'
Str. Exc. 1 Cu. Yd.
116+65 Const. Rd. App. Rt. 25'
116+80 Const. Mail Box App. Rt.
+53 Const. Rd. App. Rt. - 15'
In Place 18" Conc. Pipe
+89 Extend Rt. 60' (54' Salv. & 6' New)
Str. Exc. 70 Cu. Yd.
Const. Drain Ditch Rt. - 300
Gen. Exc. 200 Cu. Yd.
Const. Rd. App. Lt. - 20'
+00 Salv. & Reinst. 18" Pipe - 24'
Str. Exc. 2 Cu. Yd.
Const. Rd. App. Lt. - 20'
+60 Inst. 12" Pipe - 39'
Str. Exc. 1 Cu. Yd.
In Place 18" Conc. Pipe
+79 Extend Lt. 6', Rt. 66'
Str. Exc. 24 Cu. Yds.
Const. Rd. App. Lt. - 12'
+96 Salv. & Reinst. 18" Pipe - 21'
Str. Exc. 2 Cu. Yd.
1615.82
5'0"
5:1
5:1
SECTION
DRAIN DITCH
RT. STA. 124+90±
+2.118
-0.491
750' V.C.
+60
1630
1620
1610
Exc. 588
Emb. 511
Exc. 28
Emb. 24
Short O.H. 2345 Yd
Exc. 667
Emb. 665
Emb. 739
Exc. 23
Emb. 20
Exc. 10
Emb. 9
Short O.H. 50 Yd. Sta.
Emb. 66
Exc. 7
Emb. 7
Long O.H. 26
Emb. 600
Exc. 140 Ch. Ch. 1425 Roadbed
Emb. 1444
Emb. 317
Emb. 24762
115
120
125
130

COUNTY FARM - ASHLAND SECTION
PACIFIC HIGHWAY
JACKSON COUNTY

OREGON F-157(9)

7

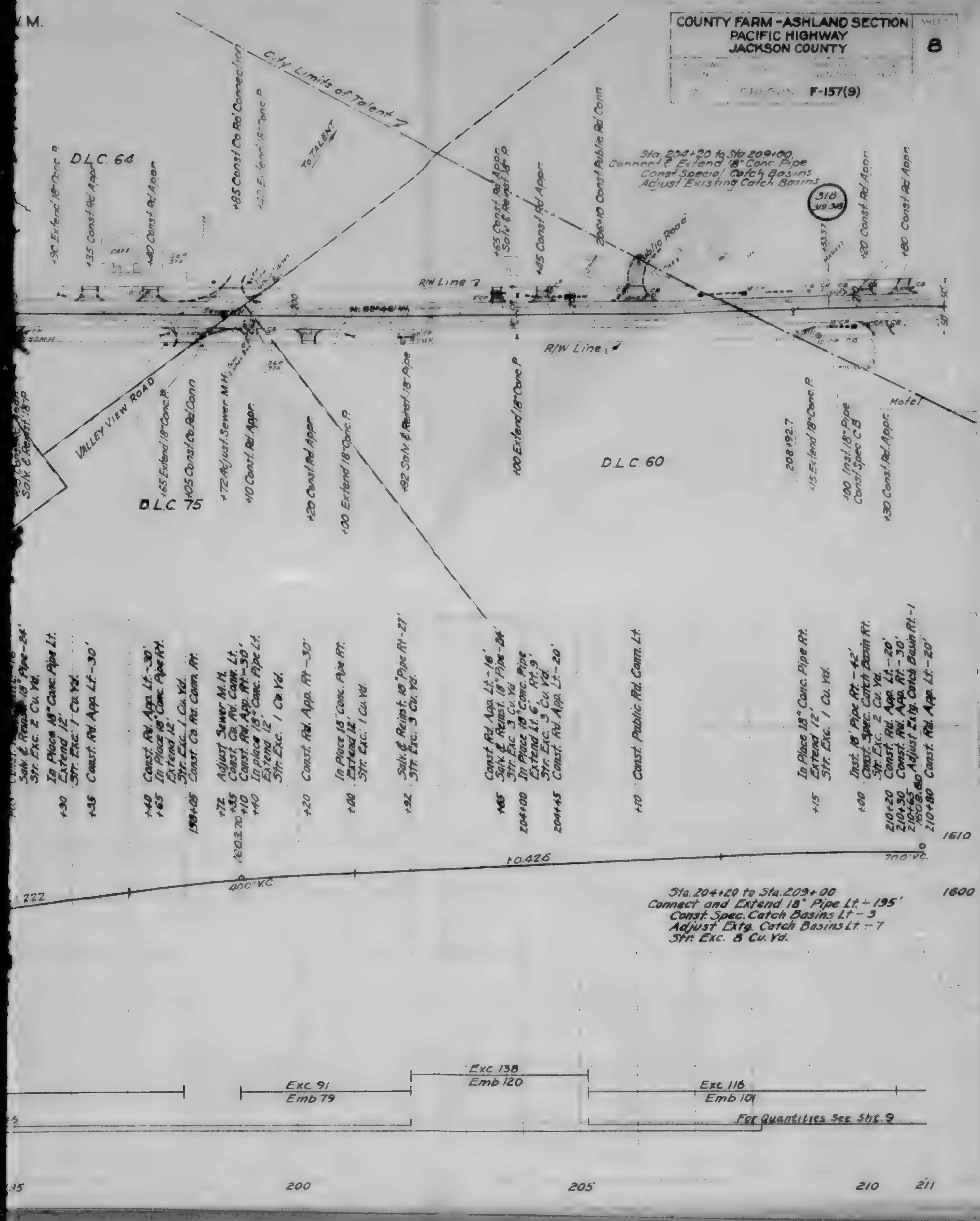

38 S., R.1 W., W.M.
+80 Inst. 12" Pipe
+80 Inst. 12" Pipe
+20 Const. Rd. Appr. Inst. 12" Pipe
+65 Const. Rd. Appr.
+20 Const. Rd. Appr.
+87 Const. Rd. Appr. Inst. 12" Pipe Const. Catch Basin
+90 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
+36 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
County Road
+55 Const. Co. Rd. Conn. Salv. & Reinst. 18" Pipe
R/W Line
Existing Pavement
R/W Line
+60 Salv. & Reinst. 18" Pipe
+35 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
+15 Extend 36" Conc. Pipe
+51 Const. Mail Box Appr. Inst. 18" Pipe
+00 Salv. & Reinst. 18" Pipe
+85 Const. Mail Box Appr. Inst. 12" Pipe
+20 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
+33 Const. Mail Box Appr. Inst. 12" Pipe
+80 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
+50 Salv. & Reinst. 18" Pipe
Sec. 25
Sec. 26
D.L.C. 69
162+80 Salv. & Reinst. 18" Pipe -30' Str. Exc. 3 Cu. Yd. In Place 24" Conc. Pipe Extend Lt. 6', Rt. 3' Str. Exc. 2 Cu. Yd.
+40 Salv. & Reinst. 18" Pipe Rt. -21' Str. Exc. 2 Cu. Yd.
+80 Inst. 12" Pipe Lt. -30' Str. Exc. 1 Cu. Yd.
+80 Inst. 12" Pipe Lt. -30' Str. Exc. 1 Cu. Yd.
+35 Const. Rd. App. Rt. -20' Salv. & Reinst. 18" Pipe -39' Str. Exc. 3 Cu. Yd.
+15 In Place 36" Conc. Pipe Extend Lt. 6', Rt. 12' Str. Exc. 5 Cu. Yd.
+20 Const. Rd. App. Lt. -30' Inst. 12" Pipe -57' Str. Exc. 2 Cu. Yd.
+65 Const. Rd. App. Lt. -25'
+51 Const. Mail Box App. Rt. Inst. 18" Pipe -30' Str. Exc. 1 Cu. Yd.
172+00 Salv. & Reinst. 18" Pipe -21' Str. Exc. 2 Cu. Yd.
+87 Const. Rd. App. Lt. -42' Inst. 12" Pipe -42' Const. Catch Basin Lt. Str. Exc. 2 Cu. Yd.
+85 Const. Mail Box App. Rt. Inst. 12" Pipe -30'
174+90 Const. Rd. App. Lt. -25' Salv. & Reinst. 18" Pipe -36' Str. Exc. 3 Cu. Yd.
+40 Const. Rd. App. Rt. -15' Salv. & Reinst. 18" Pipe -33' Str. Exc. 3 Cu. Yd.
+33 Const. Mail Box App. Rt. Inst. 12" Pipe -30' Str. Exc. 1 Cu. Yd.
177+36 Const. Rd. App. Lt. -20' Salv. & Reinst. 18" Pipe -81' Str. Exc. 6 Cu. Yd.
177+55 Const. Co. Rd. Conn. Lt.
+80 Const. Rd. App. Rt. -16' Salv. & Reinst. 18" Pipe -35' Str. Exc. 3 Cu. Yd.
+90 Salv. & Reinst. 18" Pipe -24' Str. Exc. 2 Cu. Yd.
+20 Const. Rd. App. Lt. -25
1606.92
1000' V.C.
-1.114
1610
1600
1699
Exc. 97
Emb. 84
Exc. 24
Emb. 21
Exc. 91
Exc. 430
Emb. 374
Exc. 21
Emb. 18
For Quant. See Sht. 8
Exc. 41
Short O.H. 25 Yd. Sta.
Emb. 35
Long O.H. 708 C-Yd. Sta.
Exc. 345 to Sta. 184+50
177
Sta.
61
41
165
170
175
179

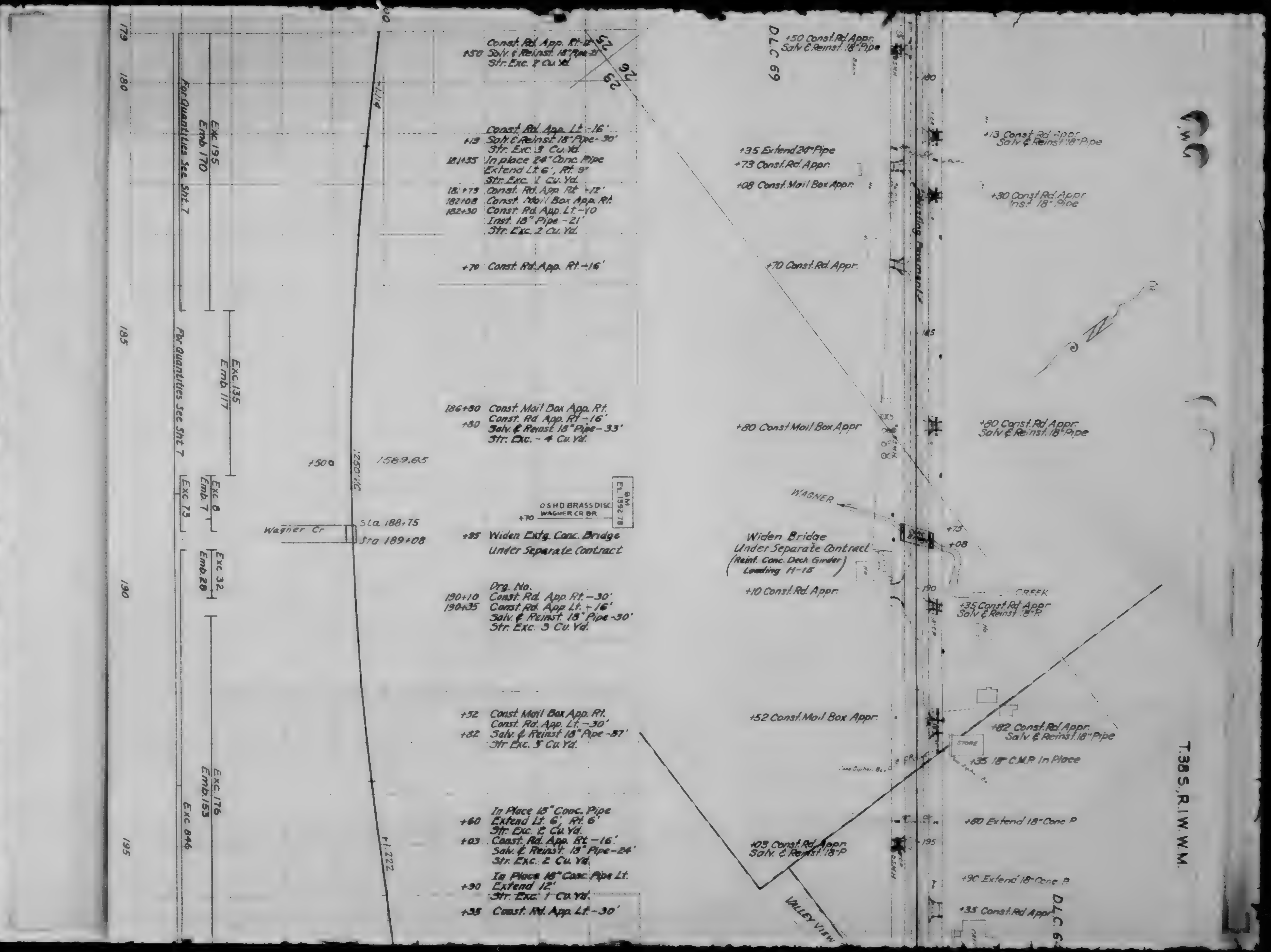

T.38S., R.1W
319
328.319
+73.57
N. 53°48'W.
D.L.C. 71
D.L.C. 70
+20 Const. Rd. Appr. 18" Pipe in Place
+10 Const. Rd. Appr. Inst. 12" Pipe
+73 Const. Rd. Appr. Inst. 12" Pipe
+65 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
+80 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
+24 Const. Rd. Appr. Salv. & Reinst. 15" Pipe
+80 Extend 24" Conc. Pipe
+73 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
+56 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
+23 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
+34 Const. Mail Box Appr.
+74 Extend 9" Perf. Met. Pipe
+03 Extend 30" Conc. Pipe
+80 Const. Rd. Appr. Inst. 12" Pipe
+85 Const. Mail Box Appr.
+26 Const. Rd. Appr. Inst. 12" Pipe
+05 Const. Rd. Appr. Inst. 12" Pipe
+28 Const. Rd. Appr. Inst. 12" Pipe
+76 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
+11 Const. Mail Box Appr. Inst. 18" Pipe
+25 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
+60 Salv. & Reinst. 18" Pipe
149+73 Const. Rd. App. Rt. 30' Salv. & Reinst. 18" Pipe-37' Str. Exc. 6 Cu. Yd.
149+56 Const. Rd. App. Rt. -18' Salv. & Reinst. 18" Pipe-27' Str. Exc. 3 Cu. Yd.
150+20 Const. Rd. App. Lt. -12'
150+23 Const. Rd. App. Rt. -20' Salv. & Reinst. 18" Pipe-30' Str. Exc. 2 Cu. Yd.
150+34 Const. Mail Box App. Rt. Inst. 18" Pipe-27' Str. Exc. 1 Cu. Yd.
+74 In Place 9" Perf. Met. Dr. Pipe Ext. Rt. 14' with 9" Perf. Met. Dr. Pipe Str. Exc. 3 Cu. Yd. Backfill in Drains - 3 Cu. Yd.
153+03 In place 30" Pipe Extend Lt. 18', Rt. 18' Str. Exc. 12 Cu. Yd. Tr. Exc. 10 Cu. Yd.
+80 Const. Rd. App. Rt. -20' Inst. 12" Pipe -30' Str. Exc. 1 Cu. Yd.
155+85 Const. Mail Box App. Rt.
+26 Const. Rd. App. Lt. -30' Inst. 12" Pipe -111' Str. Exc. 3 Cu. Yd.
156+25 Const. Rd. App. Rt. -25'
+05 Const. Rd. App. Rt. -25'
+73 Const. Rd. App. Lt. -15' Inst. 12" Pipe -27' Str. Exc. 1 Cu. Yd.
+28 Const. Rd. App. Rt. -20 Inst. 12" Pipe -30' Str. Exc. 1 Cu. Yd.
+65 Const. Rd. App. Lt. -12' Salv. & Reinst. 18" Pipe -24' Str. Exc. 2 Cu. Yd.
159+76 Const. Rd. App. Rt. -10' Salv. & Reinst. 18" Pipe -24' Str. Exc. 2 Cu. Yd.
+80 Const. Rd. App. Lt. -15' Salv. & Reinst. 18" Pipe -27' Str. Exc. 3 Cu. Yd.
+11 Const. Mail Box App. Rt. Inst. 18" Pipe -30' Str. Exc. 1 Cu. Yd.
162+24 Const. Rd. App. Lt. -15' Salv. & Reinst. 18" Pipe -35' Str. Exc. 3 Cu. Yd.
162+25 Const. Rd. App. Rt. -15' Salv. & Reinst. 18" Pipe -30' Str. Exc. 3 Cu. Yd.
162+30 In Place 24" Conc. Pipe Extend Lt. 6', Rt. 3' Str. Exc. 2 Cu. Yd.
Salv. & Reinst. 18" Pipe Rt. -21'
Sta. 155+70 to Sta. 157+32 Inst. 12" Pipe Rt. -162' Str. Exc. 5 Cu. Yd.
1640
1630
1620
1610
-1.437
600' V.C.
-0.857
Exc. 6
Emb. 5
Exc. 190
Emb. 165
Exc. 415
Emb. 361
Exc. 13
Emb. 11
For Quant. See Sht. 6
Short O.H. 545 Yd. Sta.
Exc. 177
Emb. 154
Short O.H. 1062 Yd. Sta.
Long O.H. 1 C-Yd. Sta.
Emb. 81
Exc. 161
Emb. 141
Short O.H. 12,366 Yd. Sta.
Emb. 1474
147
150
155
160

COUNTY FARM - ASHLAND SECTION
PACIFIC HIGHWAY
JACKSON COUNTY

SHEET 8

OREGON F-157(9)


W. M.
City Limits of Talent
TO TALENT
D.L.C. 64
D.L.C. 75
D.L.C. 60
VALLEY VIEW ROAD
Public Road
Motel
R/W Line
N. 62°40' W.
+90 Extend 18" Conc. P.
+35 Const. Rd. Appr.
+80 Const. Rd. Appr.
+85 Const. Co. Rd. Connection
+40 Extend 18" Conc. P.
+65 Const. Rd. Appr. Salv. & Reinst. 18" P.
+45 Const. Rd. Appr.
206+10 Const. Public Rd. Conn.
Sta. 204+20 to Sta. 209+00
Connect & Extend 18" Conc. Pipe
Const. Special Catch Basins
Adjust Existing Catch Basins
318
+20 Const. Rd. Appr.
+80 Const. Rd. Appr.
+65 Extend 18" Conc. P.
+05 Const. Co. Rd. Conn.
+72 Adjust Sewer M.H.
+10 Const. Rd. Appr.
+20 Const. Rd. Appr.
+00 Extend 18" Conc. P.
+92 Salv. & Reinst. 18" Pipe
+00 Extend 18" Conc. P.
208+92.7
+15 Extend 18" Conc. P.
+00 Inst. 18" Pipe Const. Spec. C.B.
+30 Const. Rd. Appr.
Salv. & Reinst. 18" Pipe -24'
Str. Exc. 2 Cu. Yd.
+30 In Place 18" Conc. Pipe Lt. Extend 12' Str. Exc. 1 Cu. Yd.
+35 Const. Rd. App. Lt. -30'
+40 Const. Rd. App. Lt. -30'
+65 In Place 18" Conc. Pipe Rt. Extend 12' Str. Exc. 1 Cu. Yd.
198+05 Const. Co. Rd. Conn. Rt.
+72 Adjust Sewer M.H.
+35 Const. Co. Rd. Conn. Lt.
+10 Const. Rd. App. Rt. -30'
+40 In Place 18" Conc. Pipe Lt. Extend 12' Str. Exc. 1 Cu. Yd.
1603.70
+20 Const. Rd. App. Rt. -30'
+00 In Place 18" Conc. Pipe Rt. Extend 12' Str. Exc. 1 Cu. Yd.
+92 Salv. & Reinst. 18" Pipe Rt. -27' Str. Exc. 3 Cu. Yd.
+65 Const. Rd. App. Lt. -16' Salv. & Reinst. 18" Pipe -24' Str. Exc. 3 Cu. Yd.
204+00 In Place 18" Conc. Pipe Extend Lt. 6' Rt. 9' Str. Exc. 3 Cu. Yd.
204+45 Const. Rd. App. Lt. -20'
+10 Const. Public Rd. Conn. Lt.
+15 In Place 18" Conc. Pipe Rt. Extend 12' Str. Exc. 1 Cu. Yd.
+00 Inst. 18" Pipe Rt. -42' Const. Spec. Catch Basin Rt. Str. Exc. 2 Cu. Yd.
210+20 Const. Rd. App. Lt. -20'
210+30 Const. Rd. App. Rt. -30'
210+65 Adjust Extg. Catch Basin Rt. -1
210+80 Const. Rd. App. Lt. -20'
1610
1600
+0.426
.222
400' V.C.
700' V.C.
Sta. 204+20 to Sta. 209+00
Connect and Extend 18" Pipe Lt. - 195'
Const. Spec. Catch Basins Lt. - 3
Adjust Extg. Catch Basins Lt. - 7
Str. Exc. 8 Cu. Yd.
Exc 91
Emb 79
Exc 138
Emb 120
Exc 116
Emb 101
For Quantities See Sht. 9
195
200
205
210
211

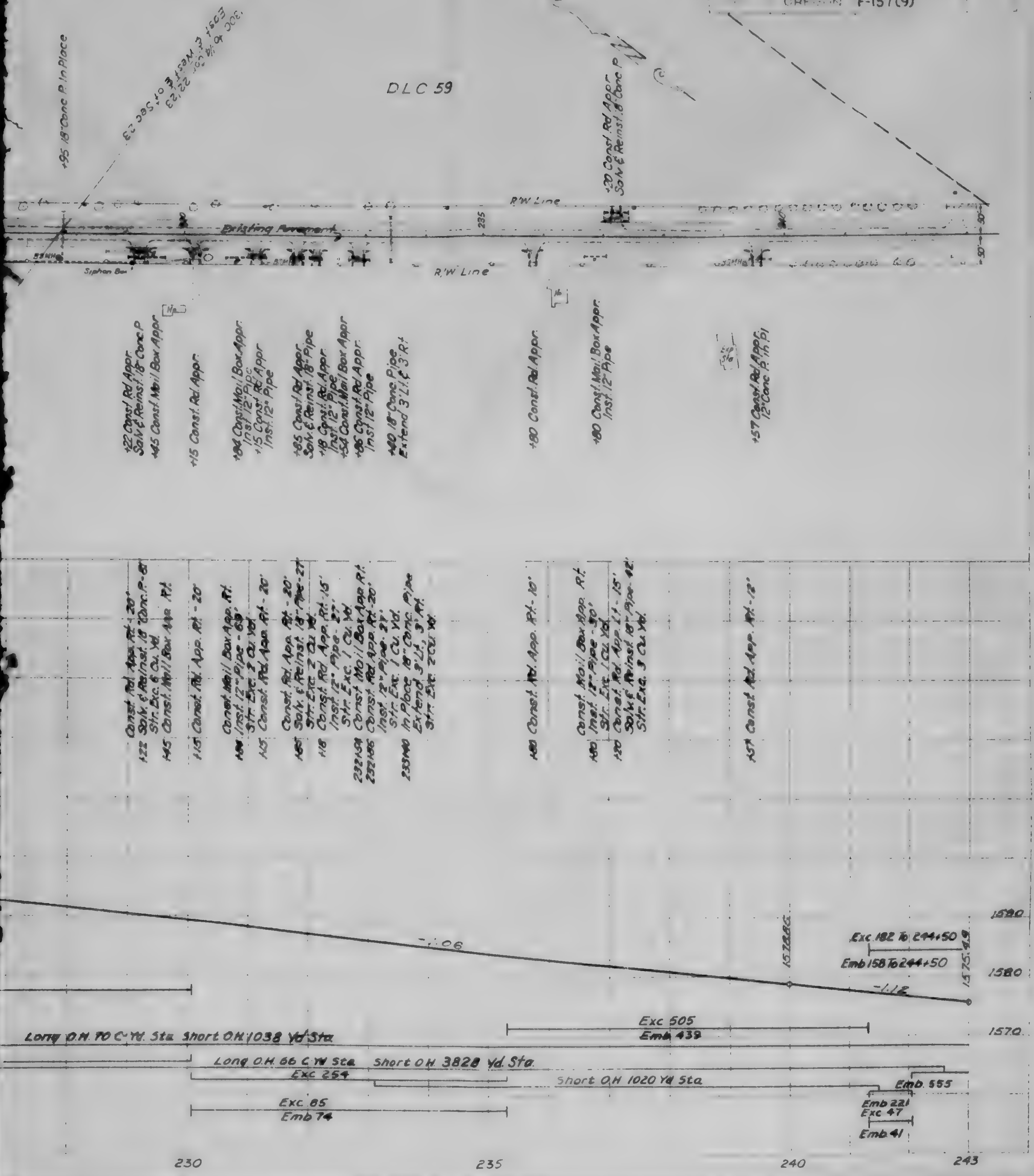

T.38 S., R.1 W. W.M.
D.L.C. 69
D.L.C. 6
+50 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
+13 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
+35 Extend 24" Pipe
+73 Const. Rd. Appr.
+08 Const. Mail Box Appr.
+30 Const. Rd. Appr. Inst. 18" Pipe
Existing Pavement
+70 Const. Rd. Appr.
+80 Const. Mail Box Appr.
+80 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
WAGNER
Widen Bridge
Under Separate Contract
(Reinf. Conc. Deck Girder)
Loading H-15
+75
+08
+10 Const. Rd. Appr.
CREEK
+35 Const. Rd. Appr. Salv. & Reinst. 18" P.
+52 Const. Mail Box Appr.
+82 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
STORE
+35 18" C.M.P. In Place
+60 Extend 18" Conc. P.
+03 Const. Rd. Appr. Salv. & Reinst. 18" P.
+90 Extend 18" Conc. P.
+35 Const. Rd. Appr.
VALLEY VIEW
25
26
29
+50 Const. Rd. App. Rt.-12' Salv. & Reinst. 18" Pipe-21' Str. Exc. 2 Cu. Yd.
Const. Rd. App. Lt. -16'
+13 Salv. & Reinst. 18" Pipe-30'
Str. Exc. 3 Cu. Yd.
181+35 In place 24" Conc. Pipe
Extend Lt. 6', Rt. 9'
Str. Exc. 1 Cu. Yd.
181+73 Const. Rd. App. Rt. -12'
182+08 Const. Mail Box App. Rt.
182+30 Const. Rd. App. Lt. -10
Inst. 18" Pipe -21'
Str. Exc. 2 Cu. Yd.
+70 Const. Rd. App. Rt. -16'
186+80 Const. Mail Box App. Rt.
+80 Const. Rd. App. Rt. -16'
Salv. & Reinst. 18" Pipe - 33'
Str. Exc. - 4 Cu. Yd.
BM El. 1592.78
+70 O.S.H.D. BRASS DISC WAGNER CR. BR.
+85 Widen Extg. Conc. Bridge
Under Separate Contract
Drg. No.
190+10 Const. Rd. App. Rt. -30'
190+35 Const. Rd. App. Lt. -16'
Salv. & Reinst. 18" Pipe -30'
Str. Exc. 3 Cu. Yd.
+52 Const. Mail Box App. Rt.
Const. Rd. App. Lt. -30'
+82 Salv. & Reinst. 18" Pipe -37'
Str. Exc. 5 Cu. Yd.
In Place 18" Conc. Pipe
+60 Extend Lt. 6', Rt. 6'
Str. Exc. 2 Cu. Yd.
+03 Const. Rd. App. Rt. -16'
Salv. & Reinst. 18" Pipe -24'
Str. Exc. 2 Cu. Yd.
In Place 18" Conc. Pipe Lt.
+90 Extend 12'
Str. Exc. 1 Cu. Yd.
+35 Const. Rd. App. Lt. -30'
00
-1.114
+1.222
1589.65
+500
1250' V.C.
Wagner Cr.
Sta. 188+75
Sta. 189+08
Exc. 195
Emb. 170
Exc. 135
Emb. 117
Exc. 8
Emb. 7
Exc. 32
Emb. 28
Exc. 176
Emb. 153
For Quantities See Sht. 7
For Quantities See Sht. 7
Exc. 73
Exc. 846
179
180
185
190
195

T38 S., R.1 W., W.M.

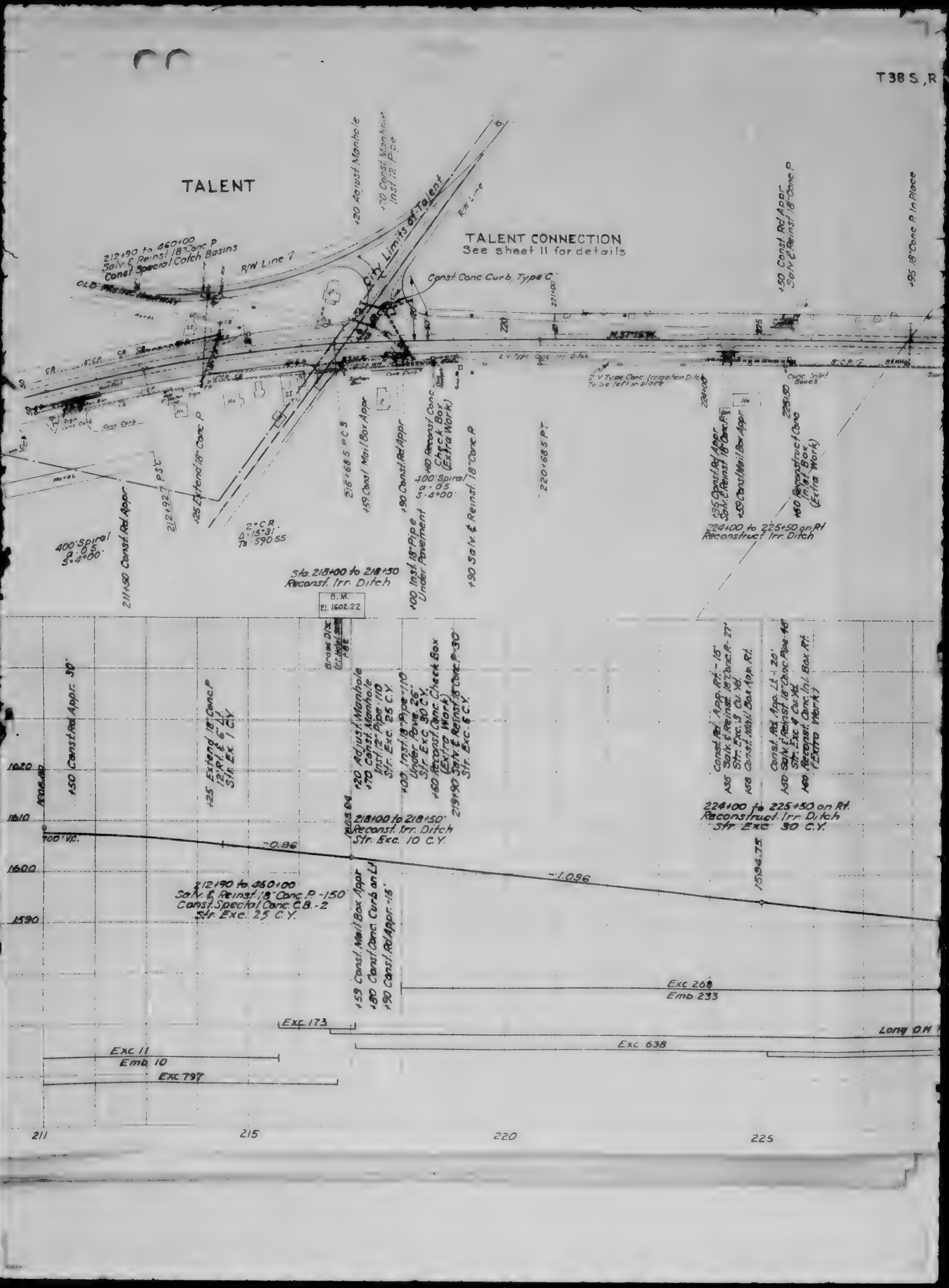
COUNTY FARM - ASHLAND SECTION
PACIFIC HIGHWAY
JACKSON COUNTY

OREGON F-157(9)

SHEET 9



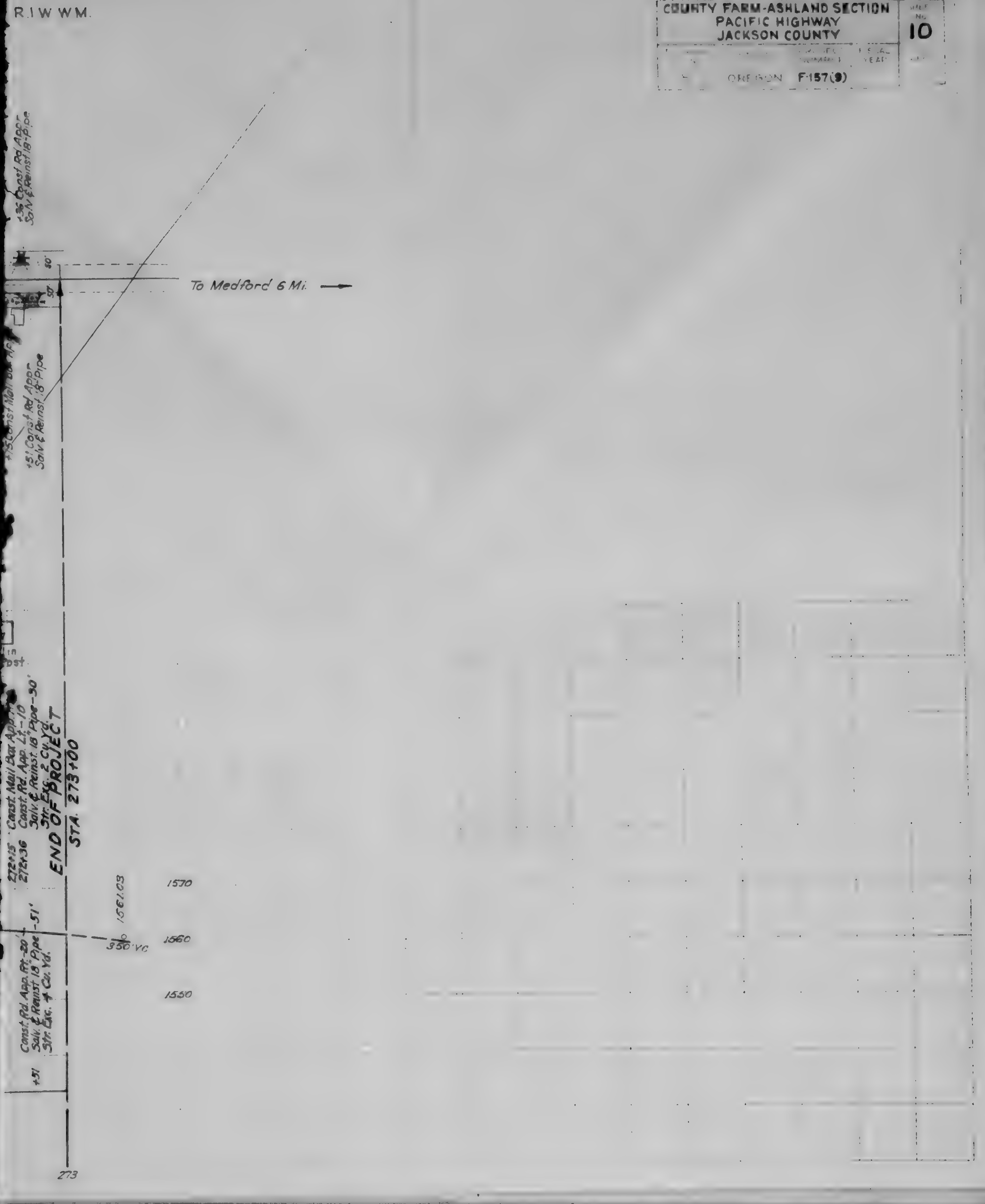
DLC 59
+95 18" Conc. P. In Place
East 3 West 3 of Sec 23
300 ft 1/4 cor. 22-23
+20 Const. Rd. Appr. Salv. & Reinst. 18" Conc. P.
R/W Line
Existing Pavement
235
Siphon Box
R/W Line
+22 Const. Rd. Appr. Salv. & Reinst. 18" Conc. P.
+45 Const. Mail Box Appr.
+15 Const. Rd. Appr.
+84 Const. Mail Box Appr. Inst. 12" Pipe
+15 Const. Rd. Appr. Inst. 12" Pipe
+65 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
+18 Const. Rd. Appr. Inst. 12" Pipe
+52 Const. Mail Box Appr.
+86 Const. Rd. Appr. Inst. 12" Pipe
+40 18" Conc. Pipe Extend 3' Lt. & 3' Rt.
+80 Const. Rd. Appr.
+80 Const. Mail Box Appr. Inst. 12" Pipe
+57 Const. Rd. Appr. 12" Conc. P. In Pl.
+22 Const. Rd. App. Rt. - 20'
Salv. & Reinst. 18" Conc. P. - 8'
Str. Exc. 6 Cu. Yd.
+45 Const. Mail Box App. Rt.
+15 Const. Rd. App. Rt. - 20'
+84 Const. Mail Box App. Rt.
Inst. 12" Pipe - 60'
Str. Exc. 2 Cu. Yd.
+15 Const. Rd. App. Rt. - 20'
+65 Const. Rd. App. Rt. - 20'
Salv. & Reinst. 18" Pipe - 27'
Str. Exc. 2 Cu. Yd.
+18 Const. Rd. App. Rt. - 15'
Inst. 12" Pipe - 27'
Str. Exc. 1 Cu. Yd.
232+52 Const. Mail Box App. Rt.
232+86 Const. Rd. App. Rt. - 20'
Inst. 12" Pipe - 27'
Str. Exc. 1 Cu. Yd.
233+40 In Place 18" Conc. Pipe
Extend 3' Lt., 3' Rt.
Str. Exc. 2 Cu. Yd.
+80 Const. Rd. App. Rt. - 10'
+80 Const. Mail Box App. Rt.
Inst. 12" Pipe - 30'
Str. Exc. 1 Cu. Yd.
+20 Const. Rd. App. Lt. - 15'
Salv. & Reinst. 18" Pipe - 42'
Str. Exc. 3 Cu. Yd.
+57 Const. Rd. App. Rt. - 12'
-1.06
-1.12
1578.86
1575.49
1590
1580
1570
Exc. 182 To 244+50
Emb. 158 To 244+50
Exc 505
Emb 439
Long O.H. 70 C. Yd. Sta. Short O.H. 1038 Yd. Sta.
Long O.H. 66 C. Yd. Sta. Short O.H. 3828 Yd. Sta.
Exc 254
Short O.H. 1020 Yd. Sta.
Emb. 555
Exc. 85
Emb 74
Emb 221
Exc 47
Emb 41
230
235
240
243

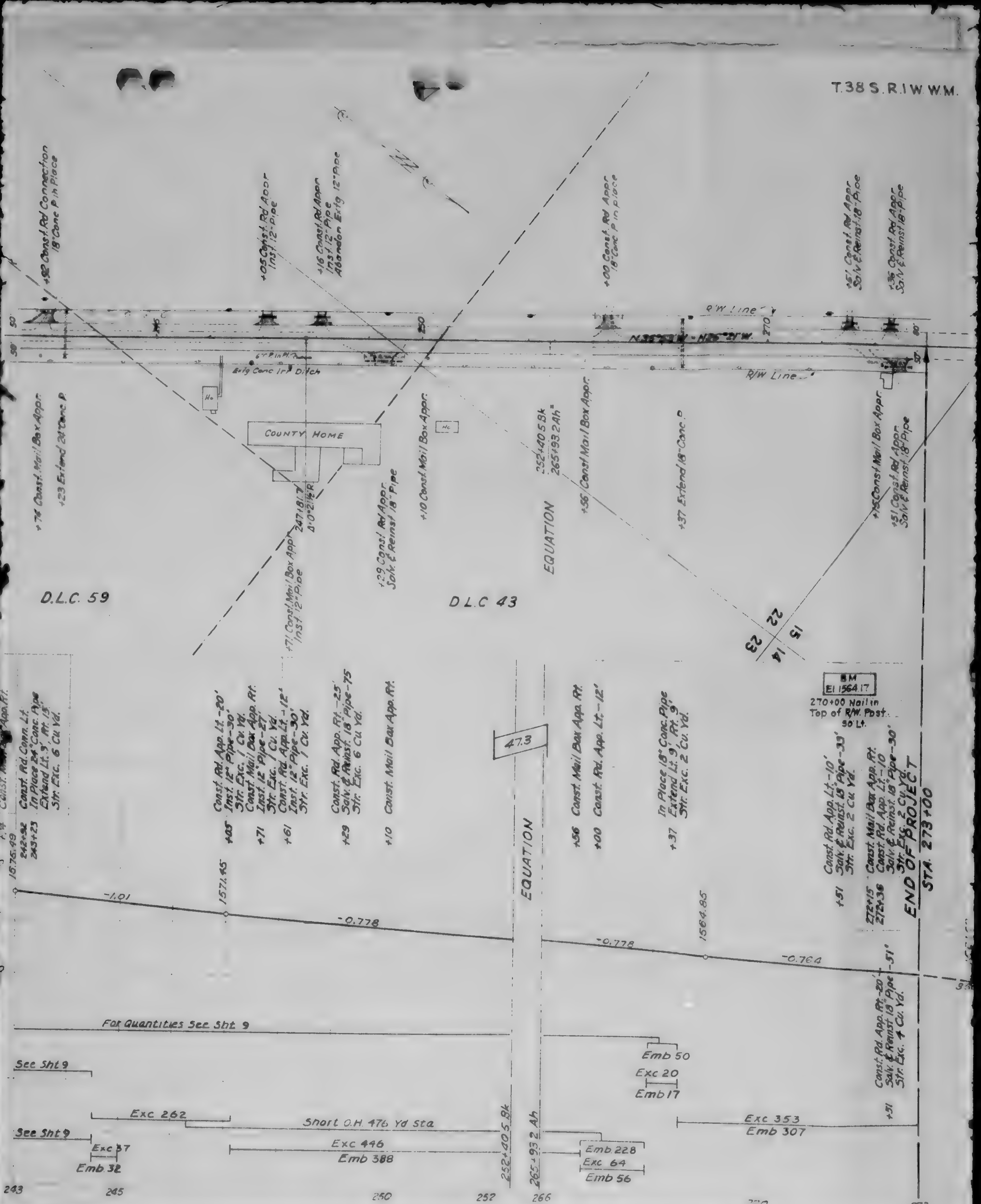


T38 S., R
TALENT
TALENT CONNECTION
See sheet 11 for details
City Limits of Talent
R/W Line
R/W Line 7
OLD Pacific Highway
212+90 to 460+00
Salv. & Reinst. 18" Conc. P
Const. Special Catch Basins
+20 Adjust Manhole
+70 Const. Manhole
Inst. 12" Pipe
Const. Conc. Curb, Type "C"
221+00
220
N 37°15' W
2 V Type Conc. Irr. Ditch
2 V Type Conc. Irrigation Ditch
To be left in place
Conc. Curb
Conc. Inlet Boxes
+50 Const. Rd. Appr.
Salv. & Reinst. 18" Conc. P
+95 18" Conc. P. In Place
211+50 Const. Rd. Appr.
212+92.7 P.S.C.
+25 Extend 18" Conc. P
216+68.5 P.C.S.
+59 Const. Mail Box Appr.
+90 Const. Rd. Appr.
+60 Reconst. Conc. Check Box (Extra Work)
400' Spiral
a .05
S 4°00'
+90 Salv. & Reinst. 18" Conc. P
220+68.5 P.T.
2° C.R.
Δ 15°31'
T3 590.55
100 Inst. 18" Pipe Under Pavement
224+00
225+50
+35 Const. Rd. Appr.
Salv. & Reinst. 18" Conc. P.
+59 Const. Mail Box Appr.
+60 Reconstruct Conc. Inlet Box (Extra Work)
224+00 to 225+50 on Rt.
Reconstruct Irr. Ditch
Sta. 218+00 to 218+50
Reconst. Irr. Ditch
B.M.
El. 1602.22
Brass D/S Irr. Hotel
+50 Const. Rd. Appr. 30'
+25 Extend 18" Conc. P
12" Rt. & 6" Lt.
Str. Ex. 1 C.Y.
+20 Adjust Manhole
+70 Const. Manhole
Inst. 12" Pipe -110
Str. Exc. 25 C.Y.
+00 Inst. 18" Pipe -110
Under Pave. 26'
Str. Exc. 30 C.Y.
+60 Reconst. Conc. Check Box
(Extra Work)
219+90 Salv. & Reinst. 18" Conc. P -30'
Str. Exc. 5 C.Y.
+35 Const. Rd. App. Rt. -15'
Salv. & Reinst. 18" Conc. P. -27'
Str. Exc. 3 Cu. Yd.
+58 Const. Mail Box App. Rt.
+50 Const. Rd. App. Lt. -20'
Salv. & Reinst. 18" Conc. Pipe -45'
Str. Exc. 4 Cu. Yd.
+60 Reconst. Conc. Inl. Box Rt.
(Extra Work)
218+00 to 218+50
Reconst. Irr. Ditch
Str. Exc. 10 C.Y.
224+00 to 225+50 on Rt.
Reconstruct Irr. Ditch
Str. Exc. 30 C.Y.
1620
1610
1600
1590
1606.90
700' V.C.
-0.86
1603.04
-1.096
1594.75
212+90 to 460+00
Salv. & Reinst. 18" Conc. P. -150'
Const. Special Conc. C.B. -2
Str. Exc. 25 C.Y.
+59 Const. Mail Box Appr.
+80 Const. Conc. Curb on Lt.
+90 Const. Rd. Appr. -15'
Exc 268
Emb 233
Exc 173
Long O.H.
Exc 638
Exc 11
Emb 10
Exc 797
211
215
220
225

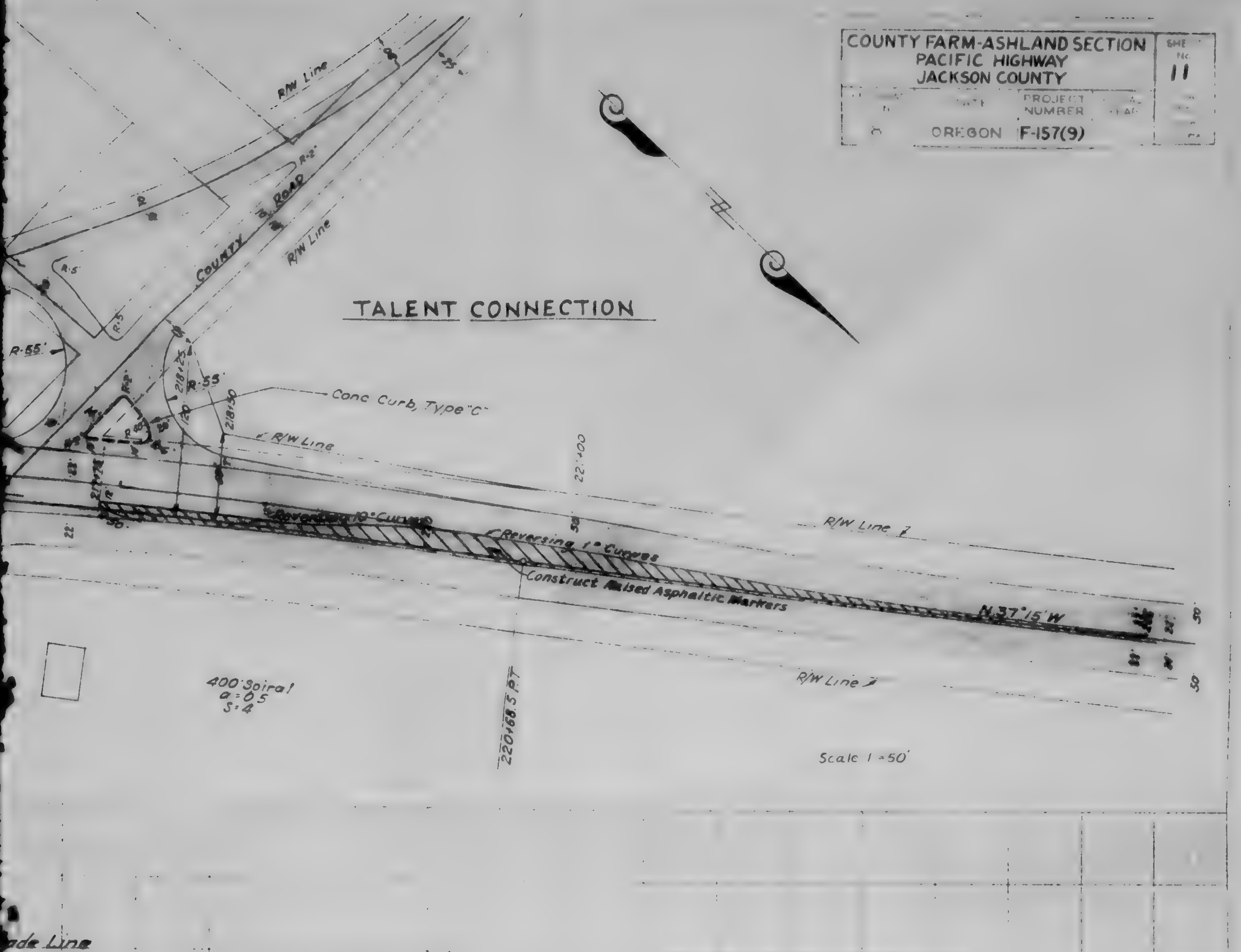
COUNTY FARM-ASHLAND SECTION
PACIFIC HIGHWAY
JACKSON COUNTY

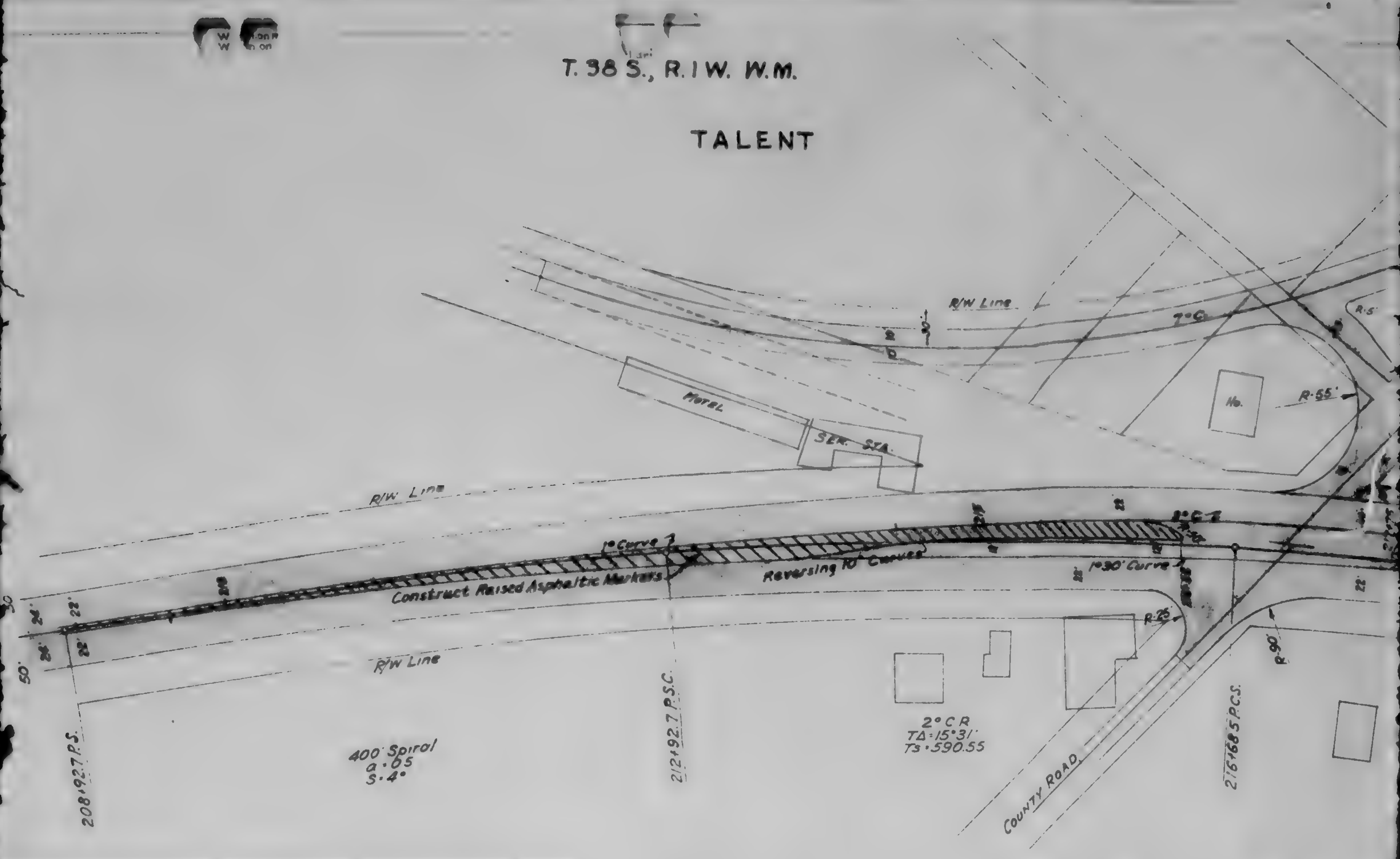
	OREGON	F-157(9)	10


R.1 W. W.M.
+36 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
50'
50'
To Medford 6 Mi.
+35 Const. Mail Box Appr.
+51' Const. Rd. Appr. Salv. & Reinst. 18" Pipe
Post
272+15 Const. Mail Box Appr.
272+36 Const. Rd. App. Lt.-10
Salv. & Reinst. 18" Pipe-30'
Str. Exc. 2 Cu. Yd.
END OF PROJECT
STA. 273+00
-51'
+51 Const. Rd. App. Rt.-20'
Salv. & Reinst. 18" Pipe
Str. Exc. 4 Cu. Yd.
1561.03
350' VC
1570
1560
1550
273

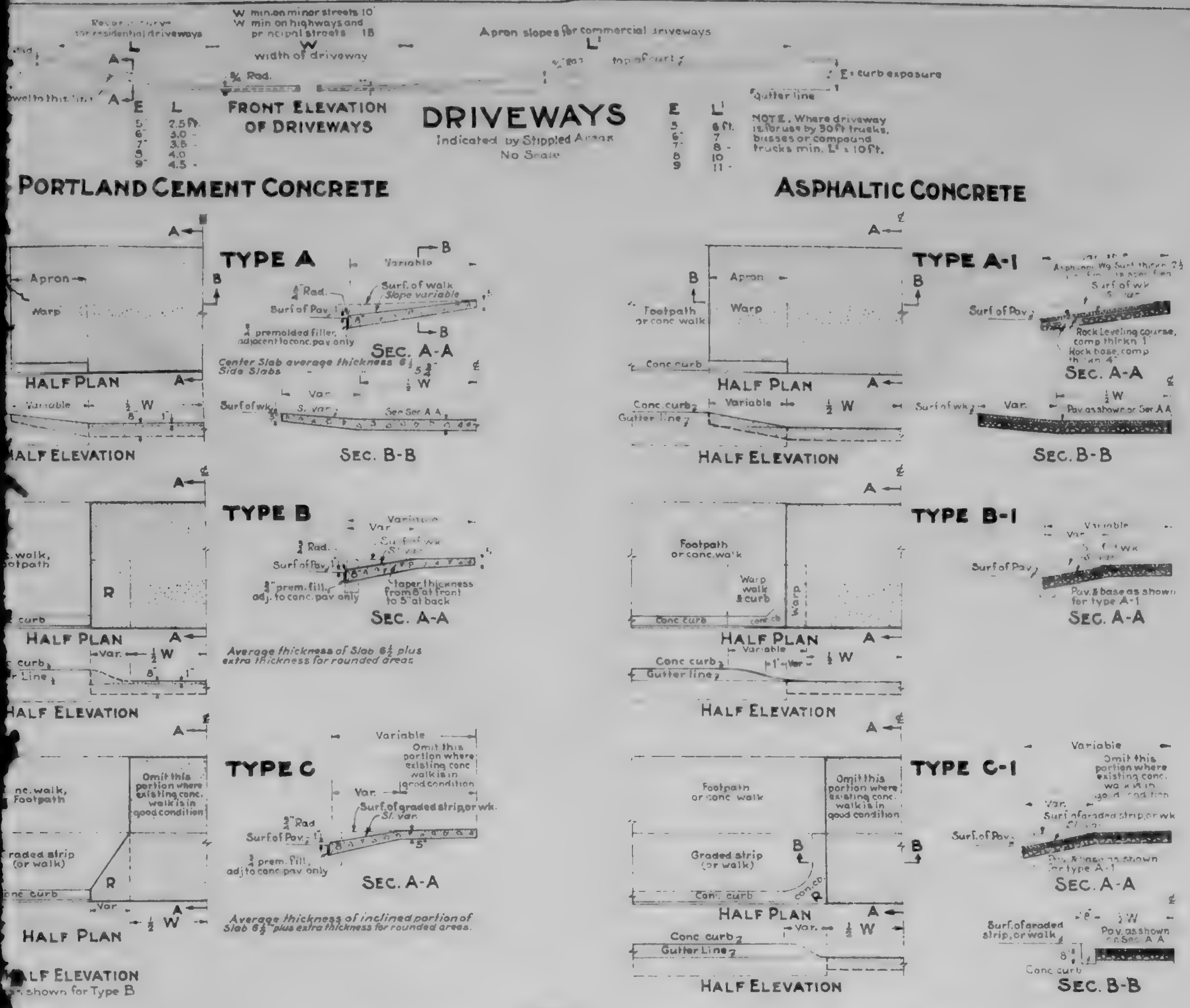

T.38 S. R.1 W. W.M.
+92 Const. Rd. Connection 18" Conc. P. in Place
+05 Const. Rd. Appr. Inst. 12" Pipe
+16 Const. Rd. Appr. Inst. 12" Pipe Abandon Extg. 12" Pipe
+00 Const. Rd. Appr. 18" Conc. P. in place
+51 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
+36 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
R/W Line
N35°22'W = N35°21'W.
250
270
6" P in Pl.
Extg. Conc. Irr. Ditch
R/W Line
Ho
COUNTY HOME
Ho
+74 Const. Mail Box Appr.
+23 Extend 24" Conc. P.
247+81.7 Δ 0°21½' R
+71 Const. Mail Box Appr. Inst. 12" Pipe
+29 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
+10 Const. Mail Box Appr.
EQUATION
252+40.5 Bk 265+93.2 Ah
+56 Const. Mail Box Appr.
+37 Extend 18" Conc. P.
+15 Const. Mail Box Appr.
+51 Const. Rd. Appr. Salv. & Reinst. 18" Pipe
D.L.C. 59
D.L.C. 43
22
15
23
14
BM El 1564.17
270+00 Nail in Top of R/W Post. 30' Lt.
+74 Const. Mail Box App. Rt.
242+92 Const. Rd. Conn. Lt.
243+23 In Place 24" Conc. Pipe Extend Lt. 5', Rt. 13' Str. Exc. 6 Cu. Yd.
+05 Const. Rd. App. Lt. -20' Inst. 12" Pipe -30' Str. Exc. 1 Cu. Yd.
+71 Const. Mail Box App. Rt. Inst. 12" Pipe -27' Str. Exc. 1 Cu. Yd.
+61 Const. Rd. App. Lt. -12' Inst. 12" Pipe -30' Str. Exc. 1 Cu. Yd.
+29 Const. Rd. App. Rt. -25' Salv. & Reinst. 18" Pipe -75' Str. Exc. 6 Cu. Yd.
+10 Const. Mail Box App. Rt.
47.3
EQUATION
+56 Const. Mail Box App. Rt.
+00 Const. Rd. App. Lt. -12'
+37 In Place 18" Conc. Pipe Extend Lt. 9', Rt. 9' Str. Exc. 2 Cu. Yd.
+51 Const. Rd. App. Lt. -10' Salv. & Reinst. 18" Pipe -33' Str. Exc. 2 Cu. Yd.
272+15 Const. Mail Box App. Rt.
272+36 Const. Rd. App. Lt. -10' Salv. & Reinst. 18" Pipe -30' Str. Exc. 2 Cu. Yd.
END OF PROJECT STA. 273+00
1575.49
1571.45
1564.85
-1.01
-0.778
-0.778
-0.764
+51 Const. Rd. App. Rt. -20' Salv. & Reinst. 18" Pipe Str. Exc. 4 Cu. Yd.
For Quantities See Sht. 9
See Sht. 9
See Sht. 9
Emb 50
Exc 20
Emb 17
Exc 262
Short O.H. 476 Yd. Sta.
Exc 353
Emb 307
Exc 37
Emb 32
Exc 446
Emb 388
252+40.5 Bk
265+93.2 Ah
Emb 228
Exc 64
Emb 56
243
245
250
252
266
270
273

COUNTY FARM-ASHLAND SECTION PACIFIC HIGHWAY JACKSON COUNTY			SHEET No. 11
	STATE	PROJECT NUMBER	
	OREGON	F-157(9)	


TALENT CONNECTION
R/W Line
COUNTY ROAD
R/W Line
R-2'
R-5'
R-55'
R-55'
R-2'
Conc Curb, Type "C"
218+25
218+50
R/W Line
22+00
Reversing 10° Curves
Reversing 1° Curves
Construct Raised Asphaltic Markers
R/W Line
N.37°15'W
R/W Line
400' Spiral
a=0.5
S=4
220+68.5 P.T.
Scale 1"=50'
Grade Line

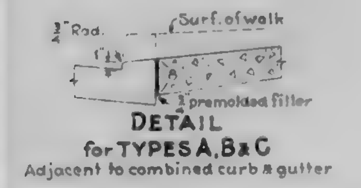

T. 38 S., R. 1 W. W.M.
TALENT
R/W Line
7°C
R.5'
Ho.
R.55'
Motel
SER. STA.
R/W Line
1° Curve
Construct Raised Asphaltic Markers
Reversing 10' Curves
1°30' Curve
R.25'
R.90'
R/W Line
50'
24'
22'
208+92.7 P.S.
212+92.7 P.S.C.
400' Spiral
a.05
S.4°
2° C R
TΔ=15°31'
Ts=590.55
COUNTY ROAD
216+68.5 P.C.S.

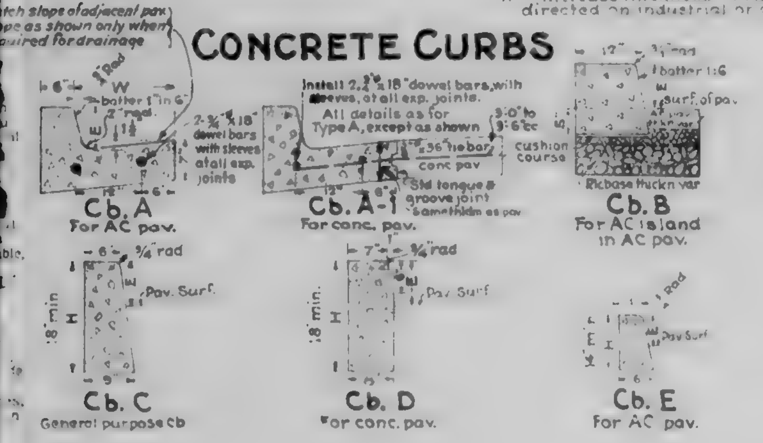
See Sheet 10 for Grade Line


W min. on minor streets 10'
W min. on highways and principal streets 15'
width of driveway
Apron slopes for commercial driveways
E = curb exposure
Gutter line
FRONT ELEVATION OF DRIVEWAYS
DRIVEWAYS
Indicated by Stippled Areas
No Scale
E L
5" 2.5 ft.
6" 3.0
7" 3.5
8" 4.0
9" 4.5
E L'
5" 6 ft.
6" 7
7" 8
8" 10
9" 11
NOTE. Where driveway is for use by 50 ft. trucks, busses or compound trucks min. L' = 10 ft.
PORTLAND CEMENT CONCRETE
ASPHALTIC CONCRETE
TYPE A
TYPE A-1
TYPE B
TYPE B-1
TYPE C
TYPE C-1
Apron
Warp
HALF PLAN
HALF ELEVATION
SEC. A-A
SEC. B-B
Surf. of walk
Slope variable
Surf. of Pav.
3/4 premolded filler, adjacent to conc. pav. only
Center Slab average thickness 6 1/2
Side Slabs 5 1/2
Footpath or conc. walk
Conc. curb
Gutter Line
Rock leveling course
Rock base
Pav. as shown on Sec. A-A
Taper thickness from 8" at front to 5" at back
Average thickness of Slab 6 1/2 plus extra thickness for rounded areas
Omit this portion where existing conc. walk is in good condition
Graded strip (or walk)
Surf. of graded strip or wk.
Average thickness of inclined portion of Slab 6 1/2 plus extra thickness for rounded areas.
Half Elevation as shown for Type B
Variable
Var.
1/2 W

NOTE

1. "W" is width of driveway (to be shown on plans), and is the entrance width of driveway at curb line or at edge of pavt. "W" = 10 ft. min. on minor streets, 15 ft. min. on highways and principal streets.
2. All types can be used with or without graded strip between curb & walk. (Graded strip is shown only for types "C" & "C-1")
3. Where existing driveway is in good condition, construct only as much as required for satisfactory connection with new work.
4. Make driveway slopes as flat as conditions permit. (Not over 12% where practicable, on heavily traveled highways)
5. Where driveways are adjacent to pavement without curb select most suitable type and modify details as required.
6. Areas marked "Warp" are to be warped [illegible] rounded, or warped and rounded.
7. Increase thickness of Asphaltic Concrete and Base, where directed on industrial or commercial driveways.
8. Types A & A-1. Modify shape of apron as required to accommodate traffic entering or leaving at angles other than 90°.


3/4" Rad.
Surf. of walk
3/4 premolded filler
DETAIL
for TYPES A, B & C
Adjacent to combined curb & gutter


CONCRETE CURBS
Match slope of adjacent pav. ... as shown only when required for drainage
batter 1" in 6"
Install 2-3/4" x 18" dowel bars, with sleeves, at all exp. joints.
All details as for Type A, except as shown
3'-0" to 3'-6" cc
36" tie bar
conc. pav.
Std. tongue & groove joint
cushion course
batter 1:6
surf. of pav.
Rk. base thickn. var.
Pav. Surf.
3/4 rad
Cb. A
For AC pav.
Cb. A-1
For conc. pav.
Cb. B
For AC island in AC pav.
Cb. C
General purpose Cb.
Cb. D
For conc. pav.
Cb. E
For AC pav.

OREGON STATE HIGHWAY DEPARTMENT

Details of

MISCELLANEOUS STRUCTURES
FOR URBAN PROJECTS

Scales - As Shown July, 1940

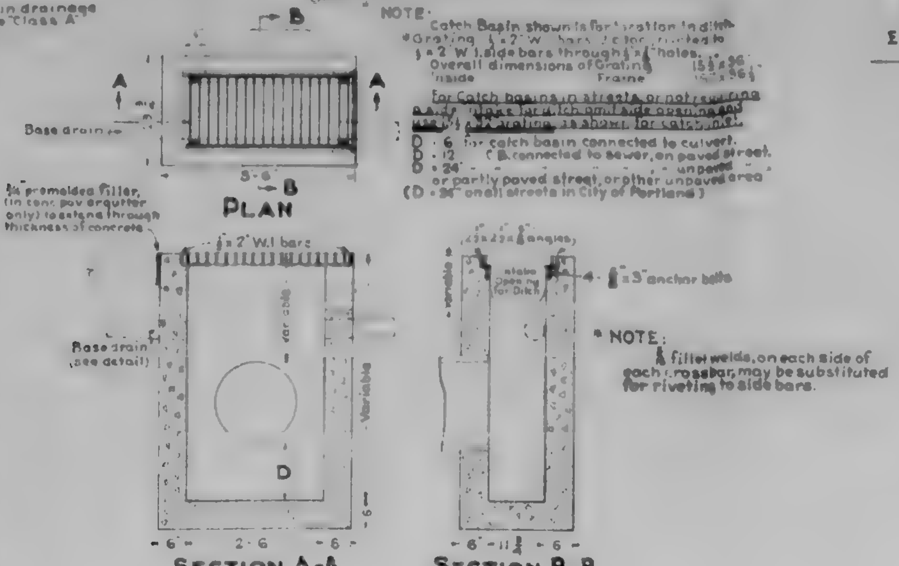
Revised. 8-40, 9-40, 10-40, 10-41, 4-42,
-47, 6-47, 2-50.

DR'G. No. 2050

NOTE
[illegible]ncrete in drainage [illegible]res to be "Class A"

CONCRETE CATCH BASIN

Scale ½"=1 ft.

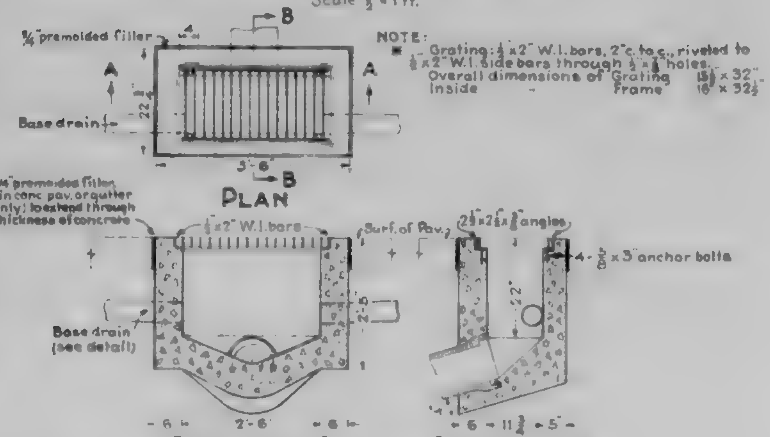

B
A
A
Base drain
5'-6"
B
PLAN
¾" premolded filler, (in conc. pav. or gutter only) to extend through thickness of concrete
½ x 2" W.I. bars
Base drain (see detail)
Variable
D
6"
2'-6
6"
SECTION A-A
2½ x 2½ x ⅜ angles
Opening for Ditch
4 - ⅝" x 3" anchor bolts
6" - 11¾ - 6"
SECTION B-B

NOTE:
Catch Basin shown is for location in ditch.
* Grating: ½ x 2" W.I. bars, 2" c. to c. riveted to ½ x 2" W.I. side bars through ½ x ⅜" holes.
Overall dimensions of Grating 15⅞ x 36"
Inside Frame 16 x 36½
~~For Catch basins in streets or not requiring ditch openings for ditch omit side opening and use [illegible] grating as shown for catch inlet.~~
D = 6" for catch basin connected to culvert.
D = 12" " " connected to sewer, on paved street.
D = 24" " " " " " unpaved or partly paved street, or other unpaved area
(D = 36" on all streets in City of Portland)

* NOTE:
⅜ fillet welds, on each side of each crossbar, may be substituted for riveting to side bars.

CONCRETE CATCH INLET

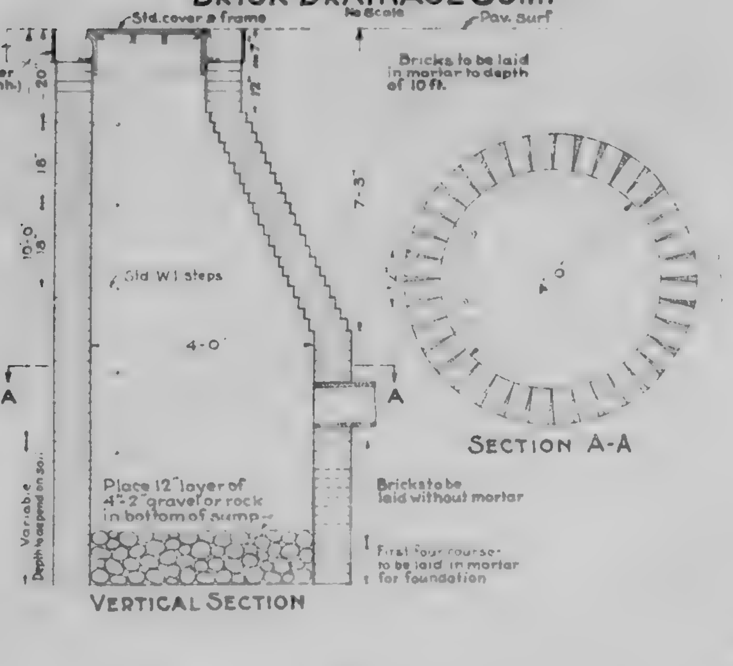
Scale ½"=1 ft.


¾" premolded filler
B
A
A
Base drain
22
3'-6"
B
PLAN
¾" premolded filler (in conc. pav. or gutter only) to extend through thickness of concrete
½ x 2" W.I. bars
Surf. of Pav.
Base drain (see detail)
2'-5
6 - 2'-6 - 6
SECTION A-A
2½ x 2½ x ⅜ angles
4 - ⅝ x 3" anchor bolts
22"
6 - 11¾ - 5"
SECTION B-B

NOTE:
* Grating: ½ x 2" W.I. bars, 2" c. to c., riveted to ½ x 2" W.I. side bars through ½ x ⅜ holes.
Overall dimensions of Grating 15⅞ x 32"
Inside Frame 16 x 32½

BRICK DRAINAGE SUMP

No Scale


Std. cover & frame
Pav. surf
premolded filler (see Stand. Manh.)
20
12
18
10'-0"
18
7'-3"
Std. W.I. steps
4-0"
A
A
4'-0"
SECTION A-A
Variable Depth to depend on soil
VERTICAL SECTION

Bricks to be laid in mortar to depth of 10 ft.

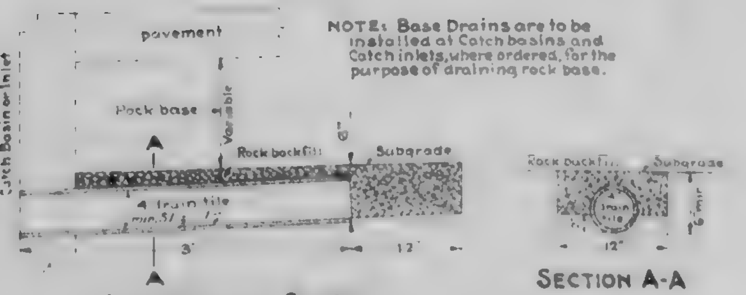
Place 12" layer of 4"-2" gravel or rock in bottom of sump.

Bricks to be laid without mortar

First four courses to be laid in mortar for foundation

DETAIL of BASE DRAIN

Scale 1"=1 ft.

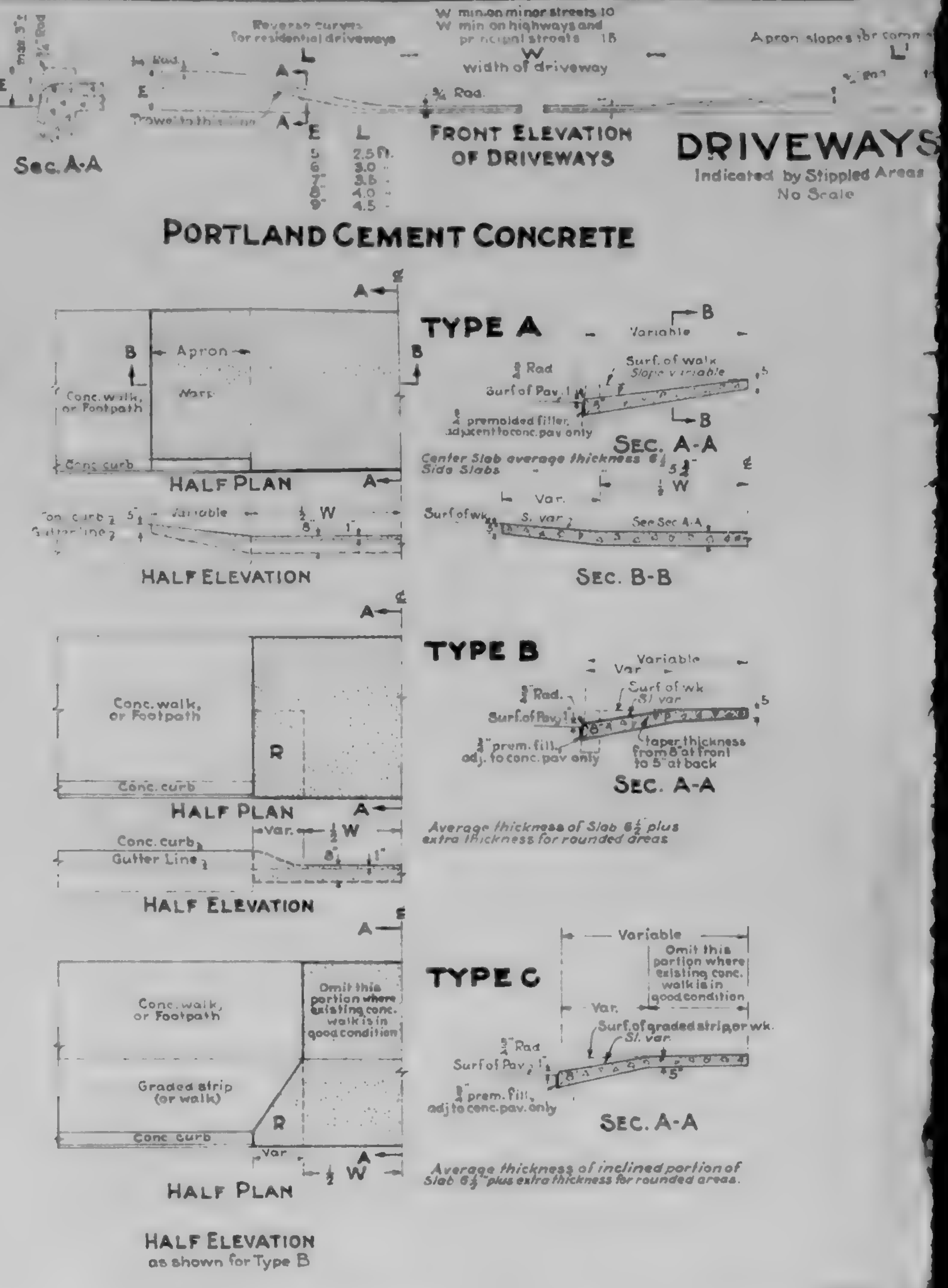

pavement
Rock base
Variable
Catch Basin or Inlet
A
Rock backfill
Subgrade
6"
4" drain tile
min. S[illegible]
3'
12"
A
LONGITUDINAL SECTION
Rock backfill
Subgrade
Drain tile
6" min.
12"
SECTION A-A

NOTE: Base Drains are to be installed at Catch basins and Catch inlets, where ordered, for the purpose of draining rock base.

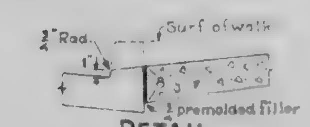
DRIVEWAYS

Indicated by Stippled Areas
No Scale

PORTLAND CEMENT CONCRETE


Sec. A-A
Reverse curves for residential driveways
½" Rad.
E
Trowel to this line
A
A
L
W min. on minor streets 10
W min. on highways and principal streets 15
W
width of driveway
¾ Rad.
Apron slopes for comm[illegible]
L'
FRONT ELEVATION OF DRIVEWAYS
TYPE A
Apron
Warp
Conc. walk, or Footpath
Conc. curb
HALF PLAN
Conc. curb
Gutter line
Variable
½ W
HALF ELEVATION
Variable
½ Rad
Surf. of walk Slope variable
Surf. of Pav.
⅜ premolded filler, adjacent to conc. pav. only
SEC. A-A
Center Slab average thickness 6½"
Side Slabs 5½"
Var.
½ W
Surf. of wk.
S. var.
See Sec. A-A
SEC. B-B
TYPE B
Conc. walk, or Footpath
R
Conc. curb
HALF PLAN
Conc. curb
Gutter Line
Var.
½ W
HALF ELEVATION
Variable
Var.
½ Rad.
Surf. of wk. Sl. var.
Surf. of Pav.
⅜ prem. fill. adj. to conc. pav. only
taper thickness from 8" at front to 5" at back
SEC. A-A
Average thickness of Slab 6½ plus extra thickness for rounded areas
TYPE C
Conc. walk, or Footpath
Omit this portion where existing conc. walk is in good condition
Graded strip (or walk)
R
Conc. curb
Var.
½ W
HALF PLAN
HALF ELEVATION as shown for Type B
Variable
Omit this portion where existing conc. walk is in good condition
Var.
½ Rad
Surf. of graded strip or wk. Sl. var.
Surf. of Pav.
⅜ prem. fill. adj. to conc. pav. only
SEC. A-A
Average thickness of inclined portion of Slab 6½" plus extra thickness for rounded areas.

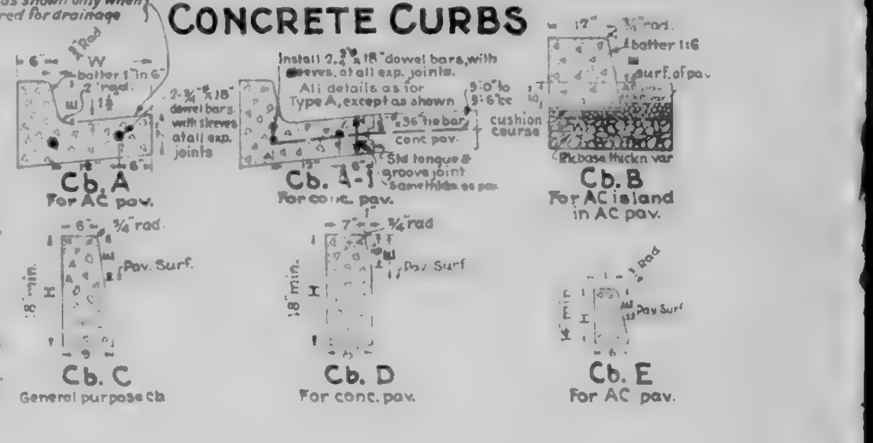
E	L
5	2.5 ft.
6	3.0 "
7"	3.5 "
8"	4.0 "
9"	4.5 "


½ Rad.
Surf. of walk
½ premolded filler

DETAIL
for TYPES A, B & C
Adjacent to combined curb & gutter

NOTE
1. "W" is width of driveway (to be shown on
is the entrance width of driveway at cu
"W" = 10 ft. min. on minor streets, 15 ft. min. on highw
2. All types can be used with or without grad
walk. (Graded strip is shown only for type
3. Where existing driveway is in good con
as much as required for satisfactory con
work.
4. Make driveway slopes as flat as condit
over 12% where practicable, on heavily tra
5. Where driveways are adjacent to pave
select most suitable type and modify a
6. Areas marked "Warp" are to be warped
"R" " " " rounded,
7. Increase thickness of Asphaltic Conc
directed on industrial or commercial

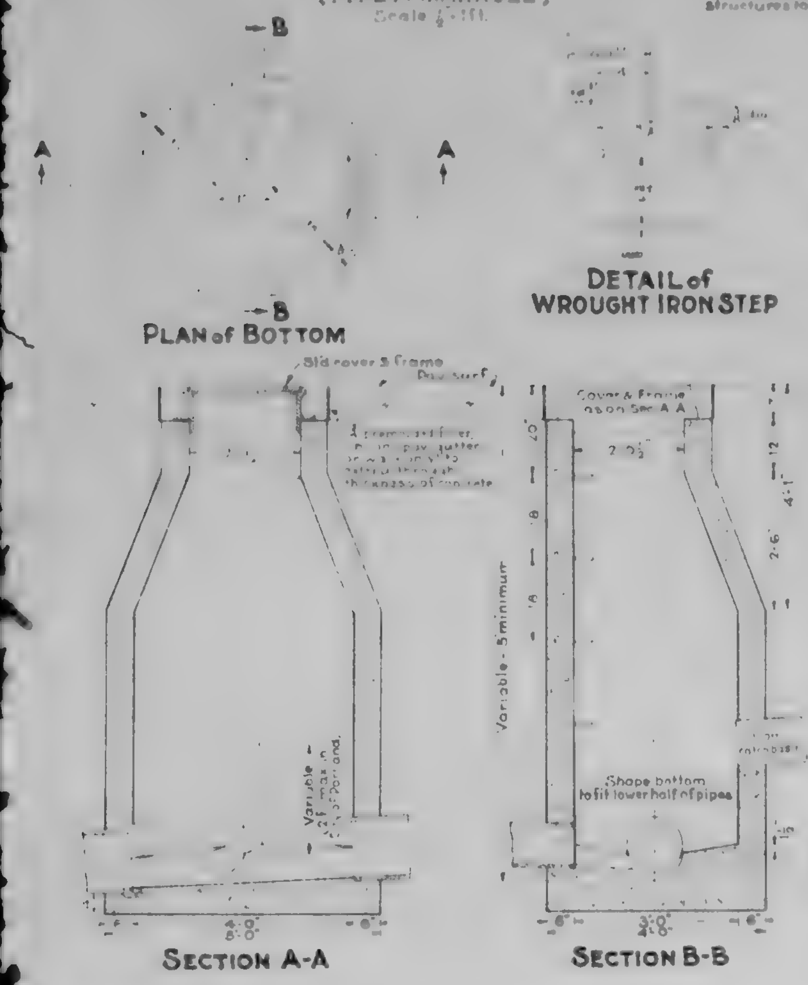
CONCRETE CURBS


Slope
1. Match slope of adjacent pav.
2. Slope as shown only when required for drainage
6"
½ Rad
W
batter 1" in 6"
2" rad.
E
1½
2 - ¾" x 18" dowel bars with sleeves at all exp. joints
18"
6"
Cb. A
For AC pav.
Install 2 - ¾" x 18" dowel bars, with sleeves, at all exp. joints.
All details as for Type A, except as shown
#36 tie bar
conc. pav.
Std. tongue & groove joint
3'-0" to 3'-6" cc
Cb. A-1
For conc. pav.
12"
¾" rad.
batter 1:6
surf. of pav.
cushion course
Cb. B
For AC island in AC pav.
6"
¾" rad.
Pav. Surf.
18" min.
9
Cb. C
General purpose cb.
7"
¾" rad
Pav. Surf
18" min.
Cb. D
For conc. pav.
Rad
Pav. Surf
Cb. E
For AC pav.

NOTE
1. "E", curb exposure, standard 7", vary as shown on typical sections, or as directed
2. "H", variable, as shown on typical sections, or as directed.
3. "W" (Cbs A & A-1) = 18". Vary as shown on typical sections, or as directed.
4. Face batter is standard as shown. Vary as shown on typical sections, or as directed.
5. Types "C" & "D" are interchangeable, at the direction, or with the permission of the engineer. Type "D" is principally for use with conc. pav to be constructed between side forms before curb is placed.
6. Type "E" is principally for use between bit. pav and bit. footpath, adjacent or close to pav., to provide visible separation.
7. Where curbs of different types or heights connect make transition of sufficient length to prevent unsightly appearance

STANDARD MANHOLE
(TYPE A MANHOLE)
Scale ½" = 1 ft.

NOTE
All Concrete in drainage structures to be "Class A"

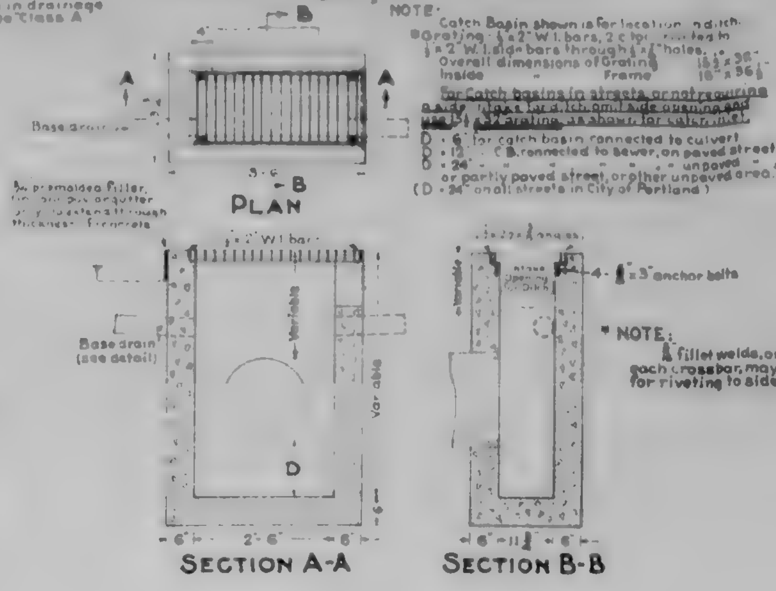


PLAN of BOTTOM
DETAIL of WROUGHT IRON STEP
Std. cover & frame
Pav. surf.
¾" premolded filler
Cover & Frame as on Sec. A-A
Variable - 5' minimum
Shape bottom to fit lower half of pipes
4'-0"
5'-0"
SECTION A-A
SECTION B-B

CONCRETE CATCH BASIN
Scale ½" = 1 ft.

NOTE:
Catch Basin shown is for location in ditch.
* Grating: ½ x 2" W.I. bars, 2" c. to c. riveted to ½ x 2" W.I. side bars through ½ x ⅝" holes.
Overall dimensions of Grating 15½ x 36"
Inside " " Frame 16" x 36½"
For Catch basins in streets, or not requiring a side [illegible] for ditch omit side opening and use 15½ x 32" grating, as shown for catch inlet.
D = 6" for catch basin connected to culvert.
D = 12" " C.B. connected to sewer, on paved street.
D = 24" " " " " " unpaved or partly paved street, or other unpaved area.
(D = 24" on all streets in City of Portland)

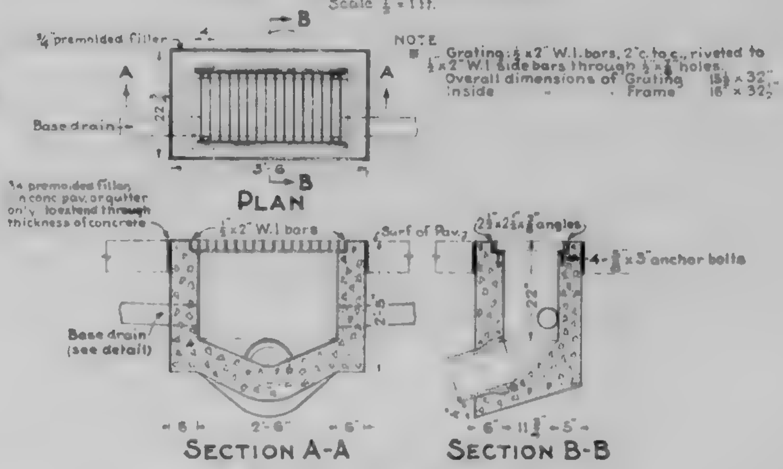
* NOTE:
⅜" fillet welds, on each side of each crossbar, may be substituted for riveting to side bars.



Base drain
¾" premolded filler
PLAN
½ x 2" W.I. bars
Base drain (see detail)
Variable
D
2'-6"
4 - ⅝" x 3" anchor bolts
SECTION A-A
SECTION B-B

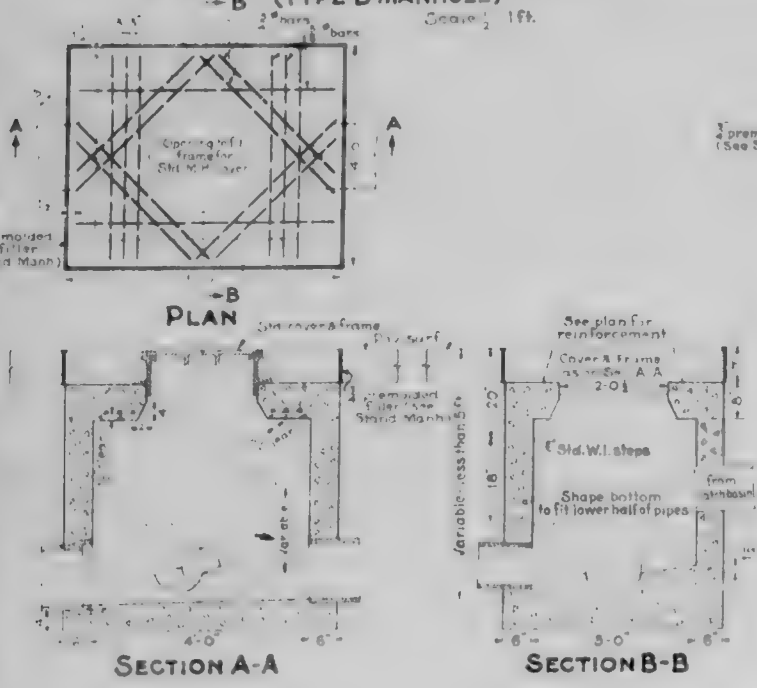
CONCRETE CATCH INLET
Scale ½" = 1 ft.

NOTE
* Grating: ½ x 2" W.I. bars, 2" c. to c., riveted to ½ x 2" W.I. side bars through ½ x ⅝" holes.
Overall dimensions of Grating 15½ x 32"
Inside " " Frame 16" x 32½"



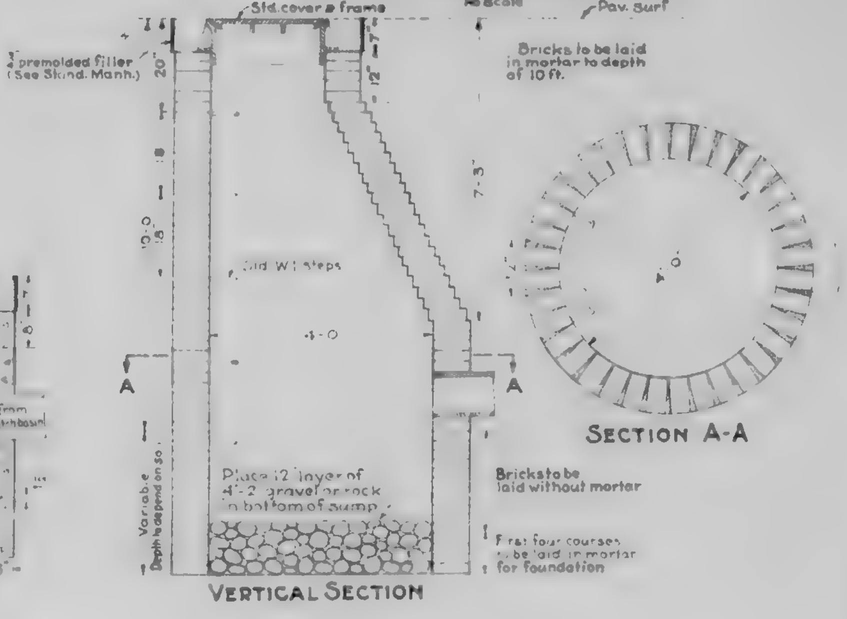
¾" premolded filler
Base drain
PLAN
¾ premolded filler on conc. pav. or gutter only, to extend through thickness of concrete
½ x 2" W.I. bars
Surf. of Pav.
2½ x 2½ x ⅜ angles
4 - ⅝" x 3" anchor bolts
Base drain (see detail)
2'-6"
SECTION A-A
SECTION B-B

STANDARD SHALLOW MANHOLE
(TYPE B MANHOLE)
Scale ½" = 1 ft.



PLAN
¾" premolded filler (See Std. Manh.)
Std. cover & frame
Pav. Surf.
See plan for reinforcement
Cover & Frame as on Sec. A-A
Std. W.I. steps
Shape bottom to fit lower half of pipes
Variable - less than 5'
4'-0"
3'-0"
SECTION A-A
SECTION B-B

BRICK DRAINAGE SUMP
No Scale

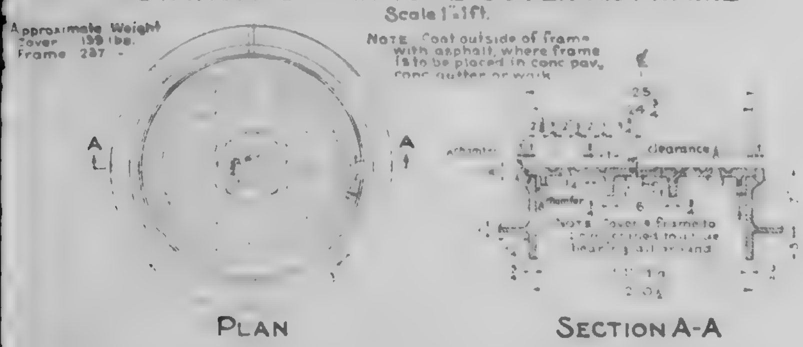


Std. cover & frame
Pav. surf.
¾" premolded filler (See Stand. Manh.)
Bricks to be laid in mortar to depth of 10 ft.
Std. W.I. steps
4'-0"
Place 12" layer of 4"-2" gravel or rock in bottom of sump
Bricks to be laid without mortar
First four courses to be laid in mortar for foundation
Variable Depth to depend on soil
VERTICAL SECTION
SECTION A-A

STANDARD MANHOLE COVER and FRAME
Scale 1½" = 1 ft.

Approximate Weight
Cover 139 lbs.
Frame 287 "

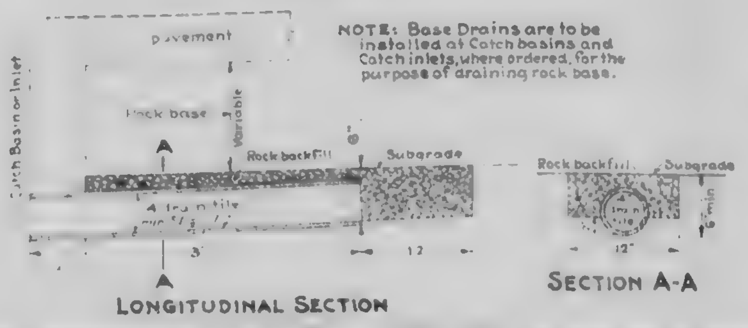
Note: Coat outside of frame with asphalt, where frame is to be placed in conc. pav., conc. gutter or walk.



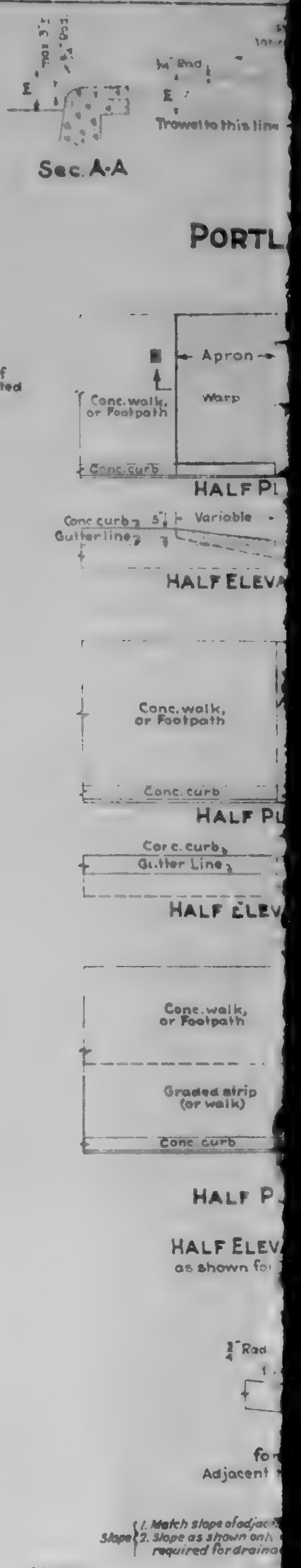
clearance
PLAN
SECTION A-A

DETAIL of BASE DRAIN
Scale 1" = 1 ft.

NOTE: Base Drains are to be installed at Catch basins and Catch inlets, where ordered, for the purpose of draining rock base.

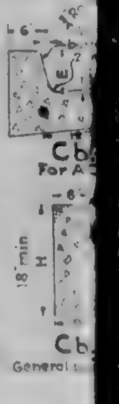


pavement
Rock base
Variable
Rock backfill
Subgrade
Catch Basin or Inlet
4" drain tile
LONGITUDINAL SECTION
SECTION A-A



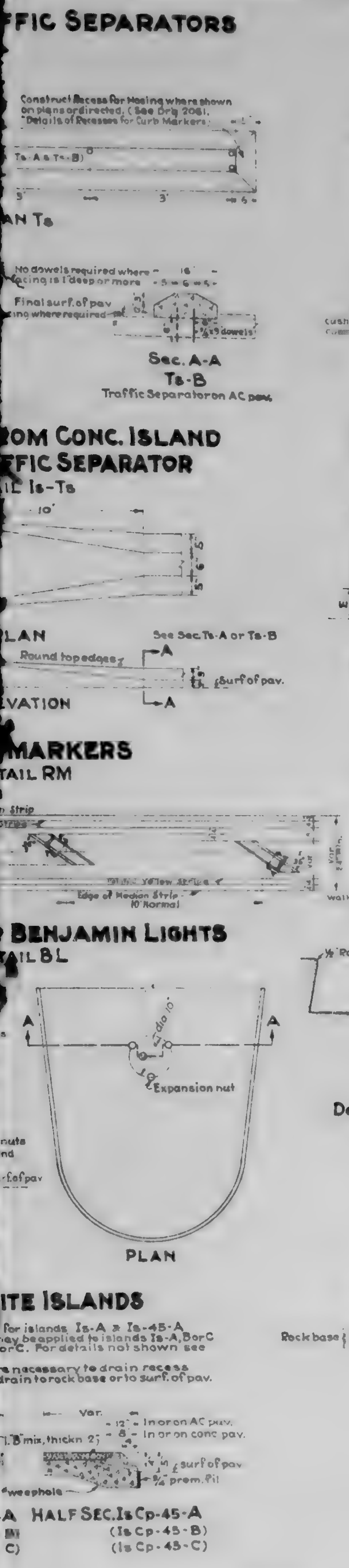
Sec. A-A
Trowel to this line
PORTL
Apron
Warp
Conc. walk, or Footpath
Conc. curb
HALF PL
Variable
Gutter line
HALF ELEVA
Conc. walk, or Footpath
HALF PL
Conc. curb
Gutter Line
HALF ELEV
Graded strip (or walk)
HALF P
HALF ELEV as shown fo
Adjacent
Slope 1. Match slope of adjac
2. Slope as shown on
required for draina

NOTE
1. "E", curb exposure, standard 7", vary as shown on typical sections, or as directed.
2. "H", variable, as shown on typical sections, or as directed.
3. "W" (Cbs A & A-1) = 18". Vary as shown on typical sections, or as directed.
4. Face batter is standard as shown. Vary as shown on typical sections, or as directed.
5. Types "C" & "D" are interchangeable, at the direction, or with the permission of the engineer. Type "D" is principally for use with conc. pav. to be constructed between side forms before curb is placed.
8. Type "E" is principally for use between bit. pav. and bit. footpath, adjacent or close to pav., to provide visible separation.
7. Where curbs of different types, or heights connect make transition of sufficient length to prevent unsightly appearance.



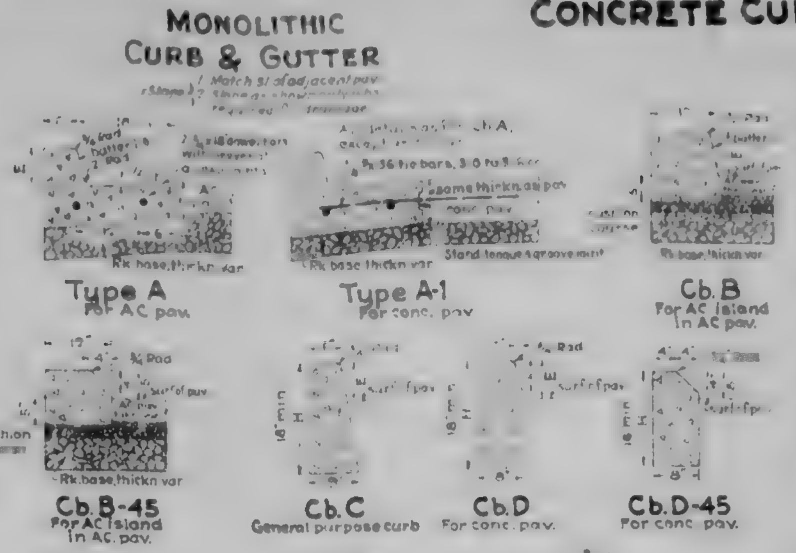
Cb
For A
18" min.
H
Cb
General

FFIC SEPARATORS


Construct Recess for Nosing where shown on plans or directed. (See Drg 2081. Details of Recesses for Curb Markers)
AN Ts
No dowels required where facing is 1' deep or more
Final surf. of pav.
Sec. A-A
Ts-B
Traffic Separator on AC pav.
ROM CONC. ISLAND
FFIC SEPARATOR
IL Is-Ts
PLAN
Round top edges
See Sec. Ts-A or Ts-B
Surf. of pav.
EVATION
MARKERS
TAIL RM
Edge of Median Strip 10' normal
BENJAMIN LIGHTS
AIL BL
Expansion nut
PLAN
ITE ISLANDS
for islands Is-A & Is-45-A may be applied to islands Is-A, B or C. For details not shown see
necessary to drain recess drain to rock base or to surf. of pav.
In or on AC pav.
In or on conc. pav.
Surf of pav
prem. fil
weephole
-A HALF SEC. Is Cp-45-A
(Is Cp-45-B)
(Is Cp-45-C)

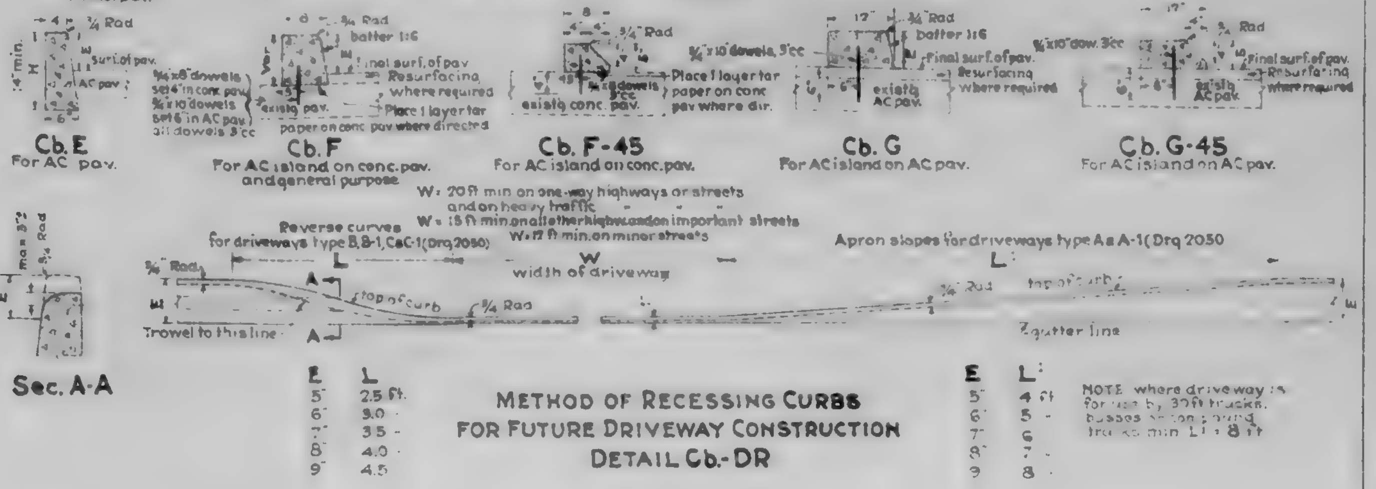
CONCRETE CURBS

MONOLITHIC CURB & GUTTER


Match slope of adjacent pav.
Rk. base, thickn. var.
Type A
For AC pav.
Type A-1
For conc. pav.
Stand. tongue & groove joint
Cb. B
For AC island in AC pav.
Cb. B-45
For AC island in AC pav.
Cb. C
General purpose curb
Cb. D
For conc. pav.
Cb. D-45
For conc. pav.

GENERAL NOTES FOR CONCRETE CURBS

1. The principal use of each curb is indicated under each design. A suitable curb may be selected for use with other surfaces than those indicated, such as rock surfaces, lawns, etc.
2. Curb Exposure E 7" standard, vary as shown on typical sections or as directed.
3. Face Batter standard 1:6 except as shown. Vary as shown on typical sections or as directed.
4. Height H variable, as shown on typical sections or as directed.
5. Joints and finish as specified.
6. Cb. C & Cb. D are interchangeable at the direction or with the permission of the engineer. Cb. D is principally for use with concrete pavement to be constructed between side forms before curb is placed.
7. Cb. E is principally for use between bit. pav. & bit. footpath, adjacent or close to pavement, to provide visible separation.
8. Cbs. B, B-45, F, F-45, G & G-45 are principally for use with AC islands. Cb. F is also used with sidewalks placed over an existing pavement.
9. Curbs Doweled to pav. are to be used where curbs are placed on an existing pavement and are occasionally useful on new pavement (for temporary islands, etc.)
10. Dowels. See Note 6 for concrete islands.
11. Transitions. Where curbs of different types or heights connect make transition of sufficient length to prevent unsightly appearance, preferably not less than 20 ft per 1" difference in height.


Cb. E
For AC pav.
Cb. F
For AC island on conc. pav. and general purpose
Cb. F-45
For AC island on conc. pav.
Cb. G
For AC island on AC pav.
Cb. G-45
For AC island on AC pav.
W: 20 ft min. on one-way highways or streets and on heavy traffic
W: 15 ft min. on all other highways and on important streets
W: 12 ft min. on minor streets
Reverse curves for driveways type B, B-1, C & C-1 (Drg 2050)
Apron slopes for driveways type A & A-1 (Drg 2050)
width of driveway
Trowel to this line
gutter line
Sec. A-A

E	L
5"	2.5 ft.
6"	3.0
7"	3.5
8"	4.0
9"	4.5

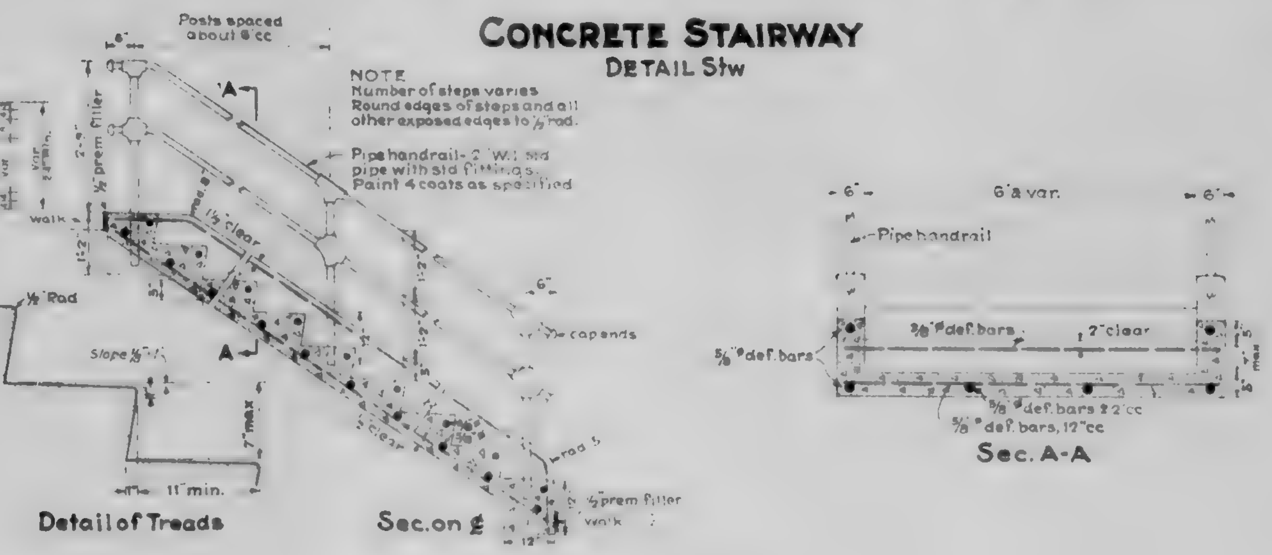
METHOD OF RECESSING CURBS FOR FUTURE DRIVEWAY CONSTRUCTION
DETAIL Cb.-DR

E	L'
5"	4 ft
6"	5
7"	6
8"	7
9"	8

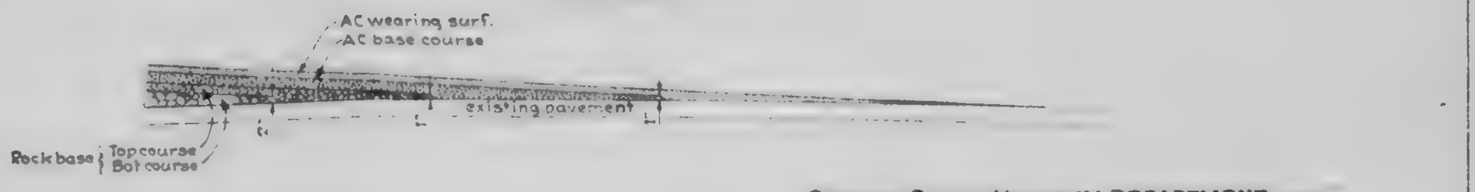
NOTE: where driveway is for use by 30 ft trucks, busses or long wheelbase trucks min. L' is 8 ft

CONCRETE STAIRWAY
DETAIL Stw

NOTE
Number of steps varies
Round edges of steps and all other exposed edges to ½" rad.


Posts spaced about 8' cc
Pipe handrail - 2" W.I. std. pipe with std. fittings. Paint 4 coats as specified
½" prem. filler
walk
½" Rad
Slope ⅛" : 1'
11" min.
7" max
cap ends
Detail of Treads
Sec. on ℄
Pipe handrail
6' & var.
⅜" def. bars
2" clear
⅝" def. bars 12" cc
Sec. A-A

METHOD OF FEATHERING
NEW AC PAV. OVER EXISTING PAV.
DETAIL MF


AC wearing surf.
AC base course
existing pavement
Rock base
Top course
Bot course

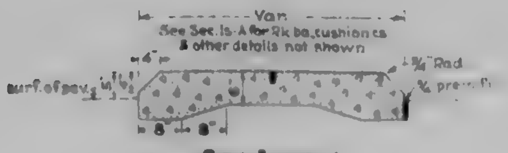
OREGON STATE HIGHWAY DEPARTMENT

TRAFFIC ISLANDS, TRAFFIC SEPARATORS
CONCRETE CURBS
and MISCELLANEOUS DETAILS

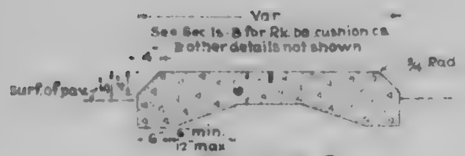
No scale February 1950
Revised: 10-'50, 7-'52.

DR'G. No. 2077

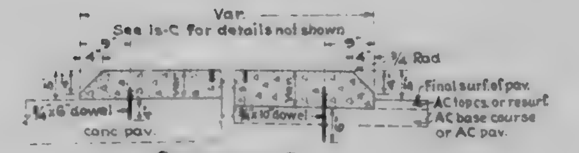
CONCRETE ISLANDS
FACE BATTER 1:1


Var.
See Sec. Is-A for Rk. be. cushion cs. & other details not shown
4"
¾" Rad
¾ prem. fil.
surf. of pav.
8"
8"

SEC. Is-45-A
Island in conc. pav.

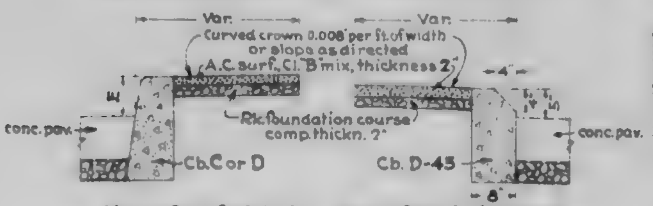

Var.
See Sec. Is-B for Rk. be. cushion cs. & other details not shown
4"
¾ Rad
surf. of pav.
6" min.
6"
12" max.

SEC. Is-45-B
Island in AC pav.

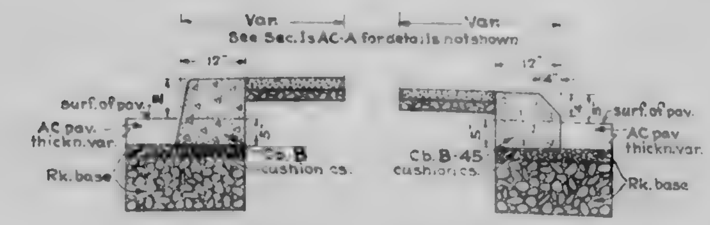

Var.
See Is-C for details not shown
4"
9"
4"
¾ Rad
¾x6" dowel
conc. pav.
¾x10" dowel
Final surf. of pav.
AC top cs. or resurf.
AC base course or AC pav.

SEC. Is-45-C
Island on surf. of new or existing pav.

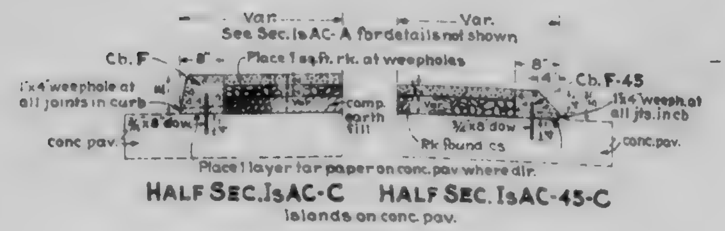
ASPHALTIC CONCRETE ISLANDS
FACE BATTER ABOUT 1:6 FACE BATTER 1:1


Var.
Var.
Curved crown 0.008' per ft. of width or slope as directed
A.C. surf. Cl. "B" mix, thickness 2"
4"
Rk. foundation course comp. thickn. 2"
conc. pav.
Cb. C or D
Cb. D-45
conc. pav.
8"

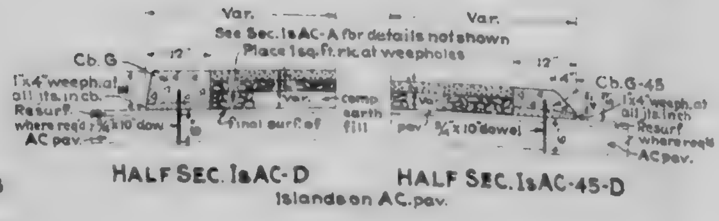
HALF SEC. IsAC-A **HALF SEC. IsAC-45-A**
Islands in conc. pav.


Var.
Var.
See Sec. IsAC-A for details not shown
12"
12"
4"
surf. of pav.
AC pav. thickn. var.
Cb. B cushion cs.
Rk. base
Cb. B-45 cushion cs.
surf. of pav.
AC pav. thickn. var.
Rk. base

HALF SEC. IsAC-B **HALF SEC. IsAC-45-B**
Islands in AC pav.

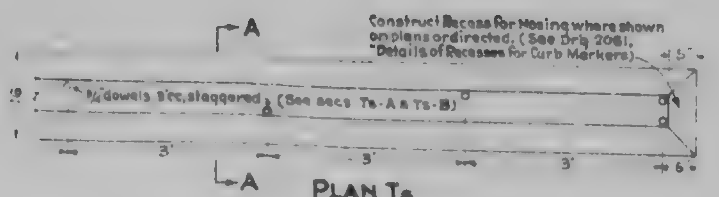

Var.
Var.
See Sec. IsAC-A for details not shown
Cb. F
8"
Place 1 sq. ft. rk. at weepholes
1"x4" weephole at all joints in curb
¾x6" dowel
comp. earth fill
conc. pav.
8"
4"
Cb. F-45
1"x4" weeph. at all jts. in cb.
¾x6" dow.
Rk. found cs.
conc. pav.
Place 1 layer for paper on conc. pav. where dir.

HALF SEC. IsAC-C **HALF SEC. IsAC-45-C**
Islands on conc. pav.

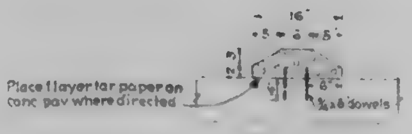

Var.
Var.
See Sec. IsAC-A for details not shown
Place 1 sq. ft. rk. at weepholes
Cb. G
12"
1"x4" weeph. at all jts. in cb.
Resurf. where req'd
¾x10" dow.
AC pav.
Final surf. of
comp. earth fill
12"
4"
Cb. G-45
1"x4" weeph. at all jts. in cb.
¾x10" dowel
Resurf. where req'd
AC pav.

HALF SEC. IsAC-D **HALF SEC. IsAC-45-D**
Islands on AC pav.

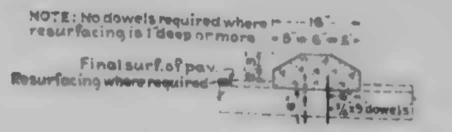
CONCRETE TRAFFIC SEPARATORS


A
Construct Recess for Nosing where shown on plans or directed. (See Drg. 2061, "Details of Recesses for Curb Markers")
5"
¾ dowels 3' cc. staggered (See secs. Ts-A & Ts-B)
3'
3'
3'
6"
A

PLAN Ts

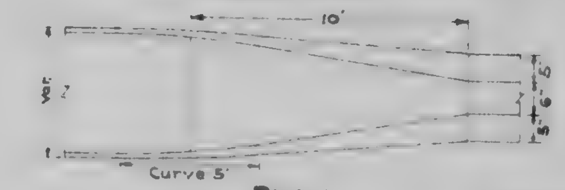

16"
5"
6"
5"
Place 1 layer tar paper on conc. pav. where directed
¾x8" dowels

Sec. A-A
Ts-A
Traffic Separator on concrete pav.

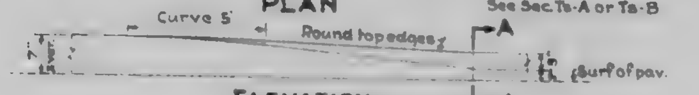

NOTE: No dowels required where resurfacing is 1" deep or more
16"
5"
6"
5"
Final surf. of pav.
Resurfacing where required
¾x9 dowels

Sec. A-A
Ts-B
Traffic Separator on AC pav.

TRANSITION FROM CONC. ISLAND TO CONC. TRAFFIC SEPARATOR
DETAIL Is-Ts


10'
Var.
5"
6"
5"
Curve 5'

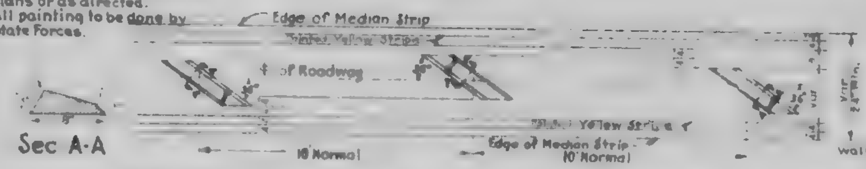
PLAN


Curve 5'
Round top edges
See Sec. Ts-A or Ts-B
A
A
Surf. of pav.

ELEVATION

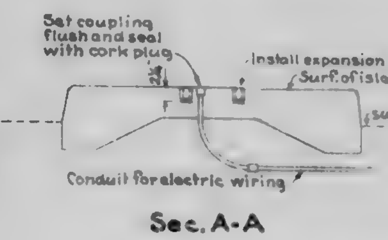
NOTE:
1. Markers are sloped in opposite directions alternately.
2. Standard markers are shown, length varies where shown on plans or as directed.
3. All painting to be done by State Forces.

RAISED MARKERS
DETAIL RM

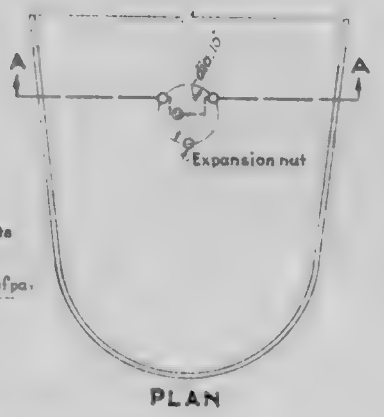

Edge of Median Strip
Painted Yellow Stripe
℄ of Roadway
Painted Yellow Stripe
Edge of Median Strip (10' Normal)
10' Normal
Sec A-A

FASTENERS FOR BENJAMIN LIGHTS
DETAIL BL

NOTE:
Location of Benjamin Lights as shown on plans
Number and size of conduits - - - -
Expansion nuts to be furnished by State and to be installed by contractor.


Set coupling flush and seal with cork plug
Install expansion nuts
Surf. of island
surf. of pav.
Conduit for electric wiring

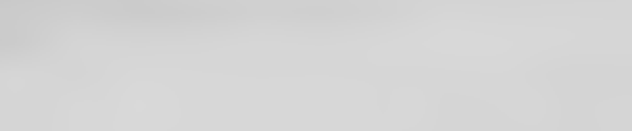
Sec. A-A


A
A
Expansion nut

PLAN

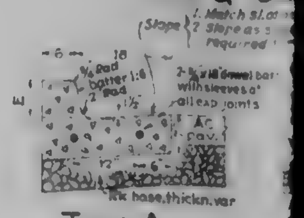
COMPOSITE ISLANDS

NOTE:
1. Composite design shown is for islands Is-A & Is-45-A. Design for AC surf. shown may be applied to islands Is-A, B or C and to islands Is-45-A, B or C. For details not shown see those islands.
2. Make 1" ⌀ weepholes where necessary to drain recess for AC. Weepholes may drain to rock base or to surf. of pav.

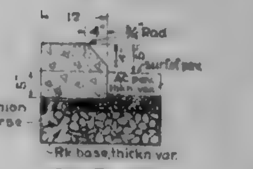

Var.
Var.
In or on AC pav. 12"
In or on conc. pav. 7"
AC surf. Cl. "B" mix, thickn. 2"
12" In or on AC pav.
8" In or on conc. pav.
surf. of pav.
¾ prem. fil.
1" ⌀ weephole
surf. of pav.
¾ prem. fil.

HALF SEC. IsCp-A **HALF SEC. IsCp-45-A**
(IsCp-B) (IsCp-45-B)
(IsCp-C) (IsCp-45-C)

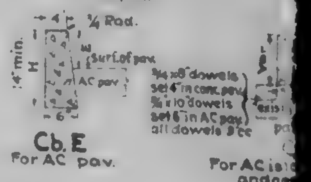
MONOLIT
CURB & GU


1. Match sl. of
2. Slope as required
6"
18"
¾ Rad
batter 1:6
2-¾"x8" dowel bars with sleeves at all exp. joints
AC pav.
Rk. base, thickn. var.

Type A
For AC pav.

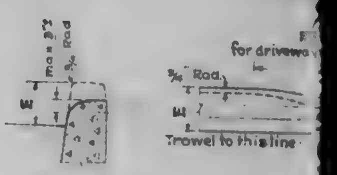

12"
4"
¾ Rad
surf. of pav.
cushion course
Rk. base, thickn. var.

Cb. B-45
For AC island in AC pav.

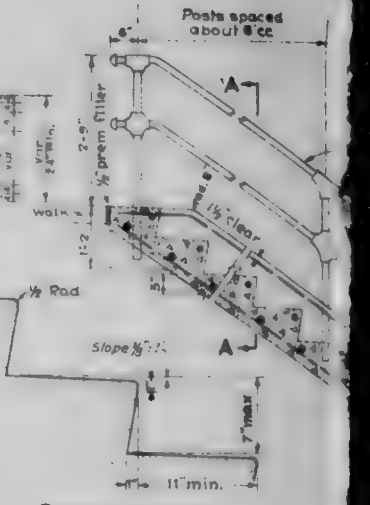

4"
¼ Rad.
4" min.
surf. of pav.
AC pav.
6"
¾x8" dowels set 4" in conc. pav.
¾x10" dowels set 8" in AC pav.
all dowels 3' cc.
Var.

Cb. E
For AC pav.

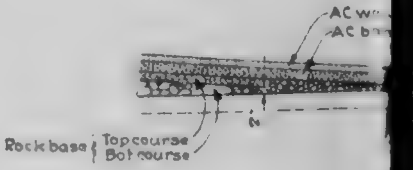
For AC is
and


for driveway
¾ Rad.
max. 8"
Trowel to this line

Sec. A-A


Posts spaced about 6' cc
6"
'A'
2'-9"
½ prem. filler
1½ clear
walk
1'-2
½ Rad
Slope ⅛"
A
7" max.
11" min.

Detail of Treads


AC w
AC b
Rock base
Top course
Bot course

Gene

dowels required
ds on AC pav.
sland is 8 ft. wide or over
sland is placed on
e course
djacent resurfacing
ep or more
rf. of pav.
p course or resurfacing
se course or AC pav.

top cs.
bot cs. } for pav.

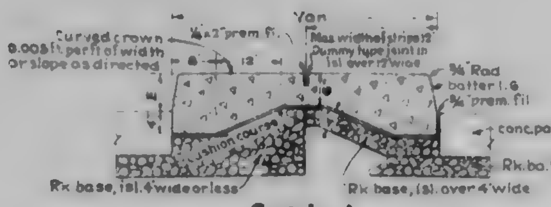
r 1:6
of pav.

pav
pav.

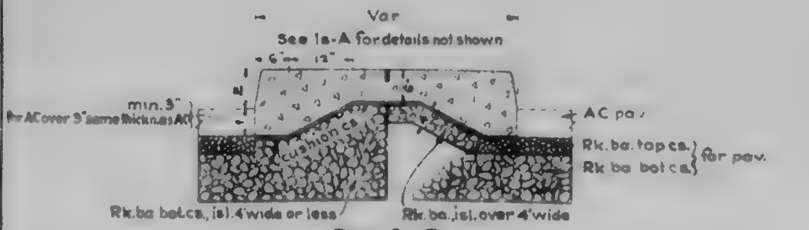
F WOOD PLUG
ng weepholes
well. Remove after
te has hardened.

CONCRETE ISLANDS

FACE BATTER 1:6


Var
Curved crown 0.005 ft. per ft. of width or slope as directed
¾ x 2 prem. fil.
Max width of stripe 12
Dummy type joint in isl. over 12' wide
8
12
¾ Rad
batter 1:6
¾ prem. fil.
cushion course
conc. pav.
Rk. ba. for pav.
Rk. base, isl. 4' wide or less
Rk. base, isl. over 4' wide

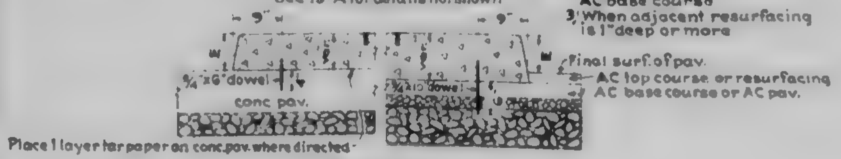
SEC. Is-A
Island in conc. pav.


Var
See Is-A for details not shown
6
12
min. 3
for AC over 3" same thickness AC
cushion cs.
AC pav
Rk. ba. top cs.
Rk. ba bot cs.
for pav.
Rk. ba bot cs., isl. 4' wide or less
Rk. ba., isl. over 4' wide

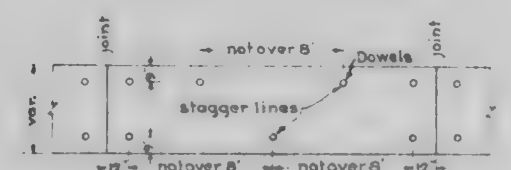
SEC. Is-B
Island in AC pav.

NOTE: No dowels required for islands on conc pav. 8 ft. wide or over

NOTE: No dowels required for islands on AC pav.
1) When island is 8 ft. wide or over
2) When island is placed on AC base course
3) When adjacent resurfacing is 1" deep or more

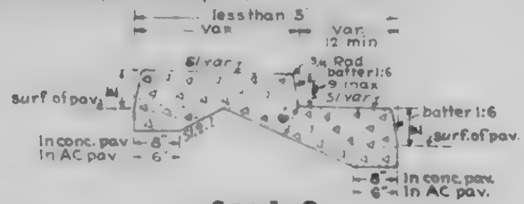

Var.
See Is-A for details not shown
9
9
¾ x 6" dowel
conc pav.
¾ x 10 dowel
Final surf. of pav.
AC top course or resurfacing
AC base course or AC pav.
Place 1 layer tar paper on conc. pav. where directed

SEC. Is-C
Island on surf. of new or existing pav.

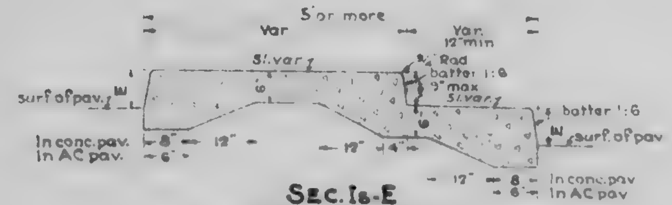

joint
joint
not over 8
Dowels
stagger lines
var.
12
not over 8
not over 8
12

PLAN Is-C
Island on surf. of new or existing pav.

NOTE: Is-D & Is-E.
1. Rock base, cushion course, and other details not shown are similar to details for islands Is-A & Is-B
2. Construct additional steps where required in a similar manner


less than 5
Var
Var.
12 min
Sl. var.
¾ Rad
batter 1:6
9 max
Sl. var.
surf. of pav.
batter 1:6
surf. of pav.
In conc. pav. 8
In AC pav. 6
8 In conc. pav.
6 In AC pav.

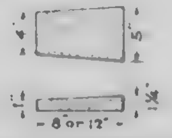
SEC. Is-D
Stepped island, less than 5 ft. wide


5' or more
Var
Var.
12 min
Sl. var.
Rad
batter 1:6
9 max
Sl. var.
surf. of pav.
batter 1:6
surf. of pav
In conc. pav. 8 12
In AC pav. 6
12 4
17 8 In conc. pav.
6 In AC pav.

SEC. Is-E
Stepped island 5 ft. wide and over

GENERAL NOTES FOR CONCRETE ISLANDS

1. Face Exposure "E", 7" standard, vary as shown on typical sections or as directed.
2. Face Batter standard 1:6 vary as shown on typ. secs. or as dir.
3. Joints and Surface Finish as specified.
4. Transverse Joints in conc. islands in or on conc. pav. to match joints in pav. and to be of same type (omit dowels in exp. joints)
5. Premolded Filler Place prem. filler along one side of conc. islands in conc. pav. and around all curved ends.
6. Dowels all ¾" ⌀, length as shown. In new conc. pav. set dowels before concrete hardens. In existing conc. pav. drill holes, 1⅛" dia., and grout dowels in. In AC pav. drive dowels.
7. Other Details to be varied as shown on typ. secs or as dir.

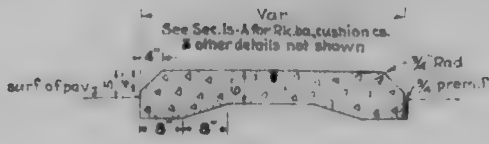


DETAIL OF WOOD PLUG
for forming weepholes

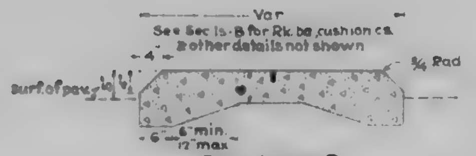
NOTE: Grease well. Remove after concrete has hardened.

CONCRETE ISLANDS

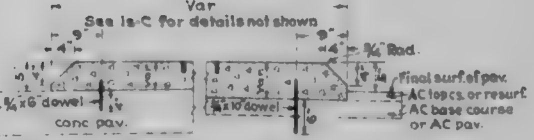
FACE BATTER 1:1


Var
See Sec. Is-A for Rk. ba. cushion cs. & other details not shown
4
¾ Rad
surf. of pav.
¾ prem. fil.
8
8

SEC. Is-45-A
Island in conc. pav.


Var
See Sec. Is-B for Rk. ba. cushion cs. & other details not shown
4
¾ Rad
surf. of pav.
6 min.
12 max

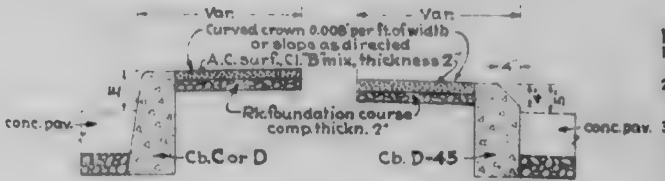
SEC. Is-45-B
Island in AC pav.


Var
See Is-C for details not shown
9
4
9
4
¾ Rad.
¾ x 6 dowel
conc pav.
¾ x 10 dowel
Final surf. of pav.
AC top cs. or resurf.
AC base course or AC pav.

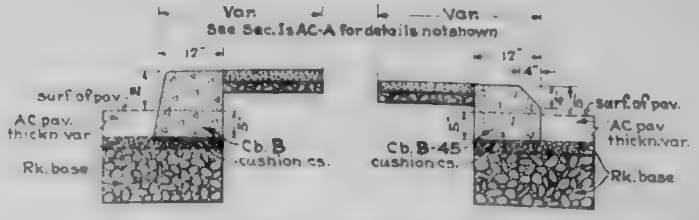
SEC. Is-45-C
Island on surf. of new or existing pav.

ASPHALTIC CONCRETE ISLANDS

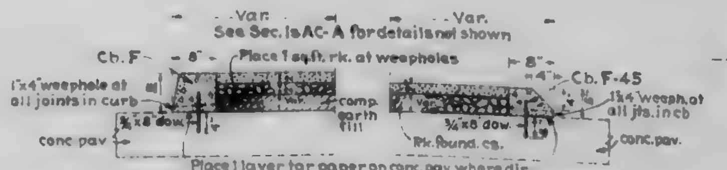
FACE BATTER ABOUT 1:6 FACE BATTER 1:1


Var.
Var.
Curved crown 0.005 per ft. of width or slope as directed
A.C. surf. Cl. B mix, thickness 2"
4
Rk. foundation course comp. thickn. 2"
conc. pav.
conc. pav.
Cb. C or D
Cb. D-45
8

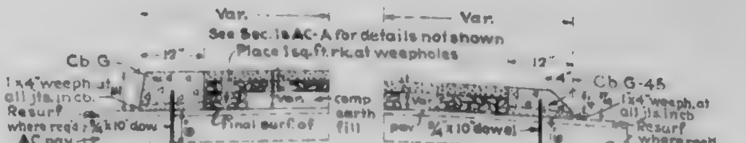
HALF SEC. IsAC-A **HALF SEC. IsAC-45-A**
Islands in conc. pav.


Var.
Var.
See Sec. IsAC-A for details not shown
17
12
4
surf. of pav.
AC pav. thickn. var
Rk. base
Cb. B cushion cs.
Cb. B-45 cushion cs.
surf. of pav.
AC pav thickn. var.
Rk. base

HALF SEC. IsAC-B **HALF SEC. IsAC-45-B**
Islands in AC pav.

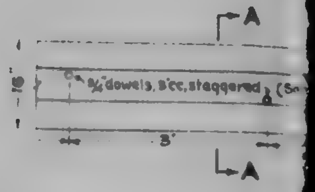

Var.
Var.
See Sec. IsAC-A for details not shown
Cb. F
8
Place 1 sq. ft. rk. at weepholes
8
4
Cb. F-45
1 x 4 weephole at all joints in curb
¾ x 8 dow.
comp. earth fill
1 x 4 weeph. at all jts. in cb
¾ x 8 dow.
Rk. found. cs.
conc. pav
conc. pav
Place 1 layer tar paper on conc. pav where dir.

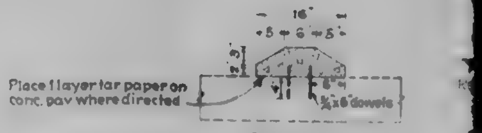
HALF SEC. IsAC-C **HALF SEC. IsAC-45-C**
Islands on conc. pav.


Var.
Var.
See Sec. IsAC-A for details not shown
Place 1 sq. ft. rk. at weepholes
Cb G
12
12
Cb G-45
1 x 4 weeph. at all jts. in cb.
Resurf. where req'd
AC pav
¾ x 10 dow
Final surf. of
comp earth fill
pav
¾ x 10 dowel
1 x 4 weeph. at all jts. in cb
Resurf. where req'd
AC pav.

HALF SEC. IsAC-D **HALF SEC. IsAC-45-D**
Islands on AC pav.

CONCRETE TR

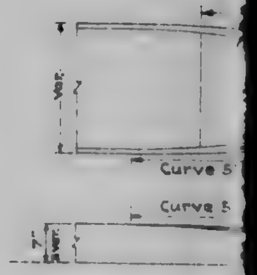

A
A
¾ dowels, 3 c.c. staggered
16
3


16
8
6
5
Place 1 layer tar paper on conc. pav where directed
¾ x 6 dowels

Sec. A-A
Ts-A
Traffic Separator on concrete pav.

TRANSITION
TO CONC.TR

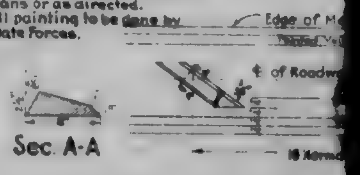
D


Var.
Curve 5
Curve 5

RAISE

D

NOTE:
1. Markers are sloped in opposite directions alternately.
2. Standard markers are shown, length varies where shown on plans or as directed.
3. All painting to be done by State Forces.

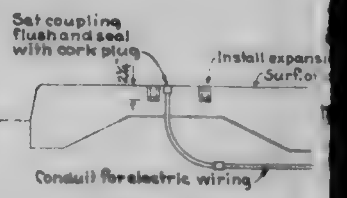

Edge of M
Dotted
℄ of Roadw

Sec. A-A

FASTENERS FO

D

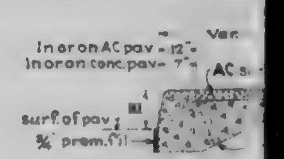
NOTE:
Location of Benjamin Lights as shown on
Number and size of conduits
Expansion nuts to be furnished by Sta
and to be installed by contractor.


Set coupling flush and seal with cork plug
Install expans
Surf. o
Conduit for electric wiring

Sec. A-A

COMPO

NOTE: 1. Composite design show
Design for AC surf. show
and to islands Is-45-A
those islands.
2. Make 1" ⌀ weepholes w
for AC. Weepholes m


Var
In or on AC pav - 12"
In or on conc. pav - 7"
AC s
surf. of pav
¾ prem. fil

HALF SEC. Is
(Is
(Is

RECEIVED
AUG 16 1954
FOR FILING

[illegible]

[illegible]

August 13, 1954

Mr. Hugh B. Collins
Attorney at Law
One Goldy Building
Medford, Oregon

NOTED
H. B. GLAISYER

Dear Mr. Collins:

Mr. Glaisyer will not be in the office this week, so I am making reply to your letter of August 5, concerning Contract No. 3806 awarded to Acme Construction Company.

In view of your statement concerning your status in relation to the contractor, it appears that no further affidavit form will be required.

Concerning the federal-aid grant on this contract, it has been found that the federal-aid money for this project was part of a lump sum allocated by the federal government for primary highways. The allocation for the period involved was set by the federal government at 62.13 per cent of the amount of the contract.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FQ:mm

HUGH B. COLLINS
ATTORNEY AT LAW

TELEPHONE 2-9034

ONE GOLDY BUILDING
MEDFORD, OREGON

August 5, 1954

IN REPLYING REFER TO: 1715

State Highway Department
Salem, Oregon

Attention Mr. H. B. Glaisyer, Secretary

Re: Contract #3306, Acme Construction Company

Dear Mr. Glaisyer:

Thank you very much for your letter of August 2, 1954 together with a certified copy of the contract which you furnished me.

Since the statute, O.R.S. 279.512, seems only to deal with persons who have a claim against the contractor's bond, I am at a loss to determine what affidavit you require but I will be glad to execute whatever form you may desire if you will advise me further. In this instance, I am on the same side as the contractor and am defending him against the claim being made by third persons.

Please advise me further as to just how the share of the United States Government in this contract was ascertained. Was there a particular Federal grant for this particular job, or just what?

.13

Very truly yours,

Hugh B. Collins

HUGH B. COLLINS

HBC/l

67.13%

RECEIVED
[illegible] 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED

FOR FILING

August 2, 1954

Mr. Hugh B. Collins
Attorney-at-Law
1 Goldy Building
Medford, Oregon

Dear Sir:

We are sending by separate mail a certified copy of contract No. 3806 awarded to the Acme Construction Company covering work between Ashland and Talent. This is being sent as requested in your letter of July 29th.

Will you kindly send us an affidavit of claim as such is required in the furnishing of the certified copy of the contract.

We have ascertained that on this particular contract the US Government provided as its share of the contract the sum of $241,000.00.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc

HUGH B. COLLINS
ATTORNEY AT LAW

TELEPHONE 2-9034

ONE GOLDY BUILDING
MEDFORD, OREGON

July 29, 1954

IN REPLYING REFER TO: 1715

3806

State Highway Commission
Salem, Oregon

Gentlemen:

The underwriters who insured N. H. Harner dba Acme Construction Co. against liability during his performance of his contract with you for the construction of Highway 99 between Ashland and Talent, Oregon, have retained me to represent Harner in defense of a claim arising out of his operations.

To that end I would greatly appreciate your forwarding me a certified copy of his contract.

In order that a full defense of sovereign immunity may be raised, I would appreciate your advising me to what extent the United States of America participated as an employer and in the financing on this job.

Very truly yours,

Hugh B. Collins
HUGH B. COLLINS

HBC/1

REFERRED TO
BY SECRETARY

RECEIVED
[illegible] 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 7 1954
FOR FILING

RECEIVED
MAY 6 1954

NOTED
State Highway Engineer

April 26th, 1954

FINAL COST ANALYSIS
Grading & Paving
Acme Construction Co., Contractor
W. B. Merrill, Resident Engineer

County Farm-Ashland Section
Contract #3806

Pacific Highway
Prefix #15-1028

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All	Lump Sum	$	$	$ 5,086.70	$10,000.00
Removal of Bridges	"	" "			6,440.04	15,000.00
Struct. Excav., Unclass.	718.55	Cu. Yd.	3.00	3.14	2,257.53	2,155.65
Trench " "	505.3	" "	2.00	2.05	1,037.23	1,010.60
Channel Change Excav., Unclass.	82,624.3	" "	0.80	0.91	75,025.57	66,099.44
General Excav., Unclass.	58,307.1	" "	0.55	0.525	30,598.62	32,068.91
Short Overhaul	404,632.7	Yd. Sta.	0.02	0.020	8,176.99	8,092.65
Long "	10,573.8	C-Yd. Sta.	0.50	0.520	5,502.57	5,286.90
Finish R/B & Slopes	4.47	Mile	575.00	708.36	3,166.38	2,570.25
Rounding Cutbanks	800	Lin. Ft.	0.20	0.185	147.71	160.00
8" Perf. Metal Drain Pipe, Coated	20	" "	3.00	2.96	59.20	60.00
12" Concrete Pipe	2,778	" "	1.90	1.57	4,359.33	5,278.20
18" " "	822	" "	3.50	3.37	2,770.30	2,877.00
24" " "	60	" "	6.00	4.67	280.02	360.00
30" " "	39	" "	8.50	6.32	246.31	331.50
36" " "	24	" "	10.50	9.30	223.13	252.00
18" Corr. Metal Pipe	28	" "	8.00	5.30	148.41	224.00
24" " " "	206	" "	10.50	6.04	1,243.42	2,163.00
42" " " "	34	" "	15.00	15.71	534.10	510.00
48" " " "	264	" "	17.50	15.47	4,085.22	4,620.00
Extra for Installing Pipe Under Pavement	26	" "	2.00	2.32	60.33	52.00
Metal Headgate, 24"	1	Each	75.00	86.00	86.00	75.00
Salvaging Culvert Pipe	1,035	Lin. Ft.	1.00	0.60	625.05	1,035.00
Concrete Catch Basins	14	Each	70.00	80.64	1,128.95	980.00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Special Concrete Catch Basins	6	Each	$90.00	$97.23	$ 583.40	$ 540.00
Concrete Manholes	1	"	225.00	231.75	231.75	225.00
Adjustment of Manholes	2	"	25.00	25.75	51.50	50.00
" " Catch Basins	11	"	25.00	25.75	283.25	275.00
Concrete Curbs	7.465	Cu. Yd.	70.00	72.10	538.23	522.55
Selected Roadbed Topping	31,602.5	" "	0.50	0.54	17,150.85	15,801.25
Hauling " "	43,811.25	Yd. Mi.	0.20	0.29	12,853.06	8,762.25
3/4"-0" Material in Leveling Course & Shoulders	10,120	Cu. Yd.	2.50	2.56	25,871.18	25,300.00
Sprinkling	871	M/Gal.	2.50	2.16	1,879.44	2,177.50
3/4"-0" Material in Binder Course	634	Cu. Yd.	4.00	3.03	1,918.12	2,536.00
RC-3 Asphalt in Binder Course	117.5	Ton	45.00	35.89	4,216.49	5,287.50
Class "B" Asphaltic Concrete	22,130.94	"	6.25	4.97	109,961.84	138,318.38
RS-1 Emulsified Asphalt in Tack & Seal Coat	12.58	"	48.00	39.81	500.78	603.84
Asphaltic Concrete Traffic Markers	1,995.1	Lin. Ft.	1.00	0.43	864.37	1,995.10
PA #1, Class "A" Concrete	1.63	Cu. Yd.	90.00	92.70	151.10	146.70
PA #2, Short Overhaul on Riprap	15,579.6	Yd. Sta.	0.02	0.021	323.03	311.59
PA #2, Long Overhaul on Riprap	6,333.5	C-Yd. Sta.	0.50	0.520	3,294.77	3,166.75
PA #3, ¼"-#10 Cr. Rock in Stockpile	689.03	Cu. Yd.	2.75	2.06	1,419.40	1,894.83
Force Account					166.99	161.61
					$335,548.66	$369,297.95

Gross Revenue	$369,297.95
Total Cost	335,548.66
Net Profit	$ 33,749.29

Net Profit Equals 9.1% of Gross Revenue

Detail of Cost

Labor:		
Labor	$104,370.04	
Labor Insurance	5,427.24	$109,797.28
Equipment Rental & Misc. Supplies:		
Owned Equipment	$ 45,579.67	
Hired Equipment (Fully-operated)	13,503.17	
Rented Equipment (Not Operated)	14,548.35	
Rented Trucks (Not Operated)	14,664.64	
P.U.C. Fees	1,040.07	
Gas, Oil and Grease	15,158.53	
Bond	2,215.79	
P.L. & P.D. Insurance	1,252.44	
Utilities	1,734.71	
Explosives	6,616.50	
Lumber	601.23	
Ready-Mix Concrete	294.75	
Fuel Oil	4,654.13	
Small Tools & Misc. Supplies	2,892.30	
Home Office & General Overhead	11,078.94	135,835.22
Materials:		
Concrete Culvert	$ 4,029.96	
Metal Culvert	4,709.06	
Asphalt	17,774.56	
Freight on Asphalt	22,236.76	
Aggregate	39,640.00	88,390.34
Subcontracts:		
Conrad (Concrete Work)	$ 1,525.82	1,525.82
Total Cost		$335,548.66

Breakdown of Asphaltic Concrete Paving Cost

	Quantity	Unit	Unit Cost	Total Cost
Move In and Set Up*	22,130.94	Ton	$0.166	$ 3,673.53
Feed	"	"	0.126	2,782.29
Heat and Mix	"	"	1.035	22,904.01
Aggregate	"	"	1.030	22,794.87
Asphalt	"	"	0.740	16,380.83
Freight on Asphalt	"	"	0.941	20,825.76
Haul to Road	"	"	0.533	11,803.41
Street Work	"	"	0.352	7,785.96
Traffic Control	"	"	0.046	1,011.18
Total			$4.969	$109,961.84

The plant operated 326½ hours for an average production of 67-3/4 tons per hour.

* Move in and set up cost prorated for State Project #3806, Medford City Street Paving and Medford Airport Paving. Total amount of asphaltic concrete produced was 34,662.29 tons.

Remarks:

This was a "Regular Federal Aid Project" for widening and paving of 4.47 miles of the Pacific Highway between Ashland and Phoenix in Jackson County. The bids were opened on August 19th, 1952, and the contract was awarded to the Acme Construction Co. of Eugene, Oregon, on October 2nd, 1952, when right of way was cleared.

The contractor started clearing on November 3rd, 1952, using a D-8 dozer and four laborers with a power saw. The clearing was generally light, and this small crew finished in about six weeks. An unbalancing of the bid caused a high profit on this item.

The channel change excavation was started December 1st. The contractor used a rented 1½ cu. yd. Lima shovel, five owned 5 cu. yd. trucks, from one to twelve rented trucks and a hired 3/4 cu. yd. dragline. Drilling was done with a rented 500 compressor and wagon drill. Some of the loose material was moved with a rented D-7 tractor and scraper. Material from the channel change was used to widen the roadbed and was spread and compacted at various times by a D-4, D-6, D-7 or a TD-9 tractor with dozer, a blade, and a 3-wheel, 10-ton roller. Slow progress due to the unfamiliarity by the contractor with this type of work, small equipment and the relatively higher cost of rented equipment caused a loss on the channel change excavation.

After finishing the channel change the equipment was moved to the general excavation on the high bank westerly of the highway from Station 85 to 91. This material was used to backfill the old channel of Bear Creek.

The two existing 2-lane bridges across the old loop of Bear Creek were removed by breaking the concrete deck with a 1,000-lb. "Head-ache Ball" swung by a rented 3/4 cu. yd. dragline. The broken material was then removed with a rented bantam backhoe mounted on a half-track and a D-7 tractor with a line. The crew made short work of the bridges, and a good profit was realized.

The main portion of the general excavation was excavating the shoulders of the existing highway so that the topping could be put on in sufficient depth. This was done with two Model D Tournapulls, a rented D-7 tractor and scraper, a No. 12 Motor grader and a 3-wheel, 10-ton roller. Heavy traffic and subsequent slow progress resulted in a very small profit on this portion of the work.

All the pipe on the job was laid by a 3-man crew with the help of a hired Scoopmobile or the contractor's own D-4 or TD-9 tractor. Structural and trench excavation was done by hired equipment.

The pit-run topping was excavated from the Bear Creek streambed by a hired 3/4 cu. yd. dragline and hauled to the road by four of the contractor's own trucks and one to three hired trucks. Heavy traffic and slow progress due to the narrow width of the work being done resulted in a loss on both the topping and the hauling of topping.

All crushed material used on the job was furnished by M. C. Lininger & Sons of Medford, who produced the material at their commercial plant site adjacent to the job near Station 85.

The hot plant used by the contractor was a 2,000-lb. batch Madsen portable plant. The electric power to operate the plant was bought from the California-Oregon Power Company. Aggregate was heated by burning bunker fuel. The setup was started on May 11th, 1953, and was completed on June 5th. A 3- to 5-man crew worked on the setup. After the setup was completed the contractor produced about 1,000 tons of asphaltic concrete for the Medford Airport. Production for this project started on June 23rd, 1953, and ran regularly until August 11th, when the major portion of the paving was done. The contractor then began paving Medford city streets and had a small crew of men on driveways and road approaches. The last paving on the project - Talent Junction - was completed on October 24th.

The street crew was quite small, consisting of only the Barbur-Greene operator, two rakers and a flagman. An 8-ton, tandem roller worked behind the paver. The plant crew was also small - four men on the plant and D-6 with operator feeding. The plant operated a total of 326½ hours for an average production of 67-3/4 tons per hour. The hot mix was hauled to the road in three owned and two hired trucks.

Good production for the small plant and very low labor costs resulted in an excellent profit on the asphaltic concrete and constituted most of the profit on the job.

The overall job shows a profit of 9.1%.

Curtis H. Baker
Cost Analyst

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date)
April 15, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3806	15-final	ACME CONSTRUCTION CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
6017	R-91783	$ 11,078.94	4/15/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Sep. 30, 1953

Time Extensions: to Nov. 20, 1953 without penalty

Completion Date: Nov. 18, 1953

Date Accepted: Jan. 21, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-16-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: [illegible]

RECEIVED

FOR FILING

March 29, 1954

Pacific Indemnity Co.
240 Henry Bldg.
Seattle, Washington

Gentlemen:

State Highway Contract No. 3806 for work performed on the County Farm-Ashland Section of the Pacific Highway in Jackson County was completed by the contractor, Acme Construction Company, on November 18, 1953 and was formally accepted by the Highway Commission on January 21, 1954.

Final payment in the amount of $11,078.94 will be released to the contractor on or after April 8, 1954. The total contract amount is $369,297.95, of which amount $161.61 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington St.
Portland, Oregon

NOTED ON CARD

3-29-54

FORM E-30 25M 9-51 [illegible]

F-157(9)

3906

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 16, 1954

SUBJECT:

[illegible]
W. C. WILLIAMS

To:

Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

On March 3, 1954 a meeting was held between Cooper, Young and Edwards, representing the State, and N. H. Harner, representing the Acme Construction Company, re repair of the pavement on the County Farm-Ashland Section.

The breaks on this section are minor and repairs will not be costly. It is contemplated that the contractor will do the necessary excavation work and that the State will do the paving from our maintenance plant which will be in that area in about a week. Cost of failure repairs to be charged to the contractor.

Forrest Cooper
Ass't. Construction Engineer

FC:js

Subject: Paving Repair
County Farm-Ashland
Contract No. 3806

Oregon State Highway Commission
Salem, Oregon

Attention: Forrest Cooper

Dear Sir

Pursuant to our conference with you and Tom Edwards and L. H. Young at Medford on Wednesday, March 3, we wish to signify our intent to repair the paving breaks in the above named section.

We will begin repair of these sections on or about March 22, 1954, it being our understanding that you will have a paving plant in operation at Medford on or about that date, and that we can secure asphaltic concrete mix from your plant at your cost.

Very truly yours

ACME CONSTRUCTION COMPANY

By N H Harner

NOTED
FORREST COOPER

1888-A
(CF 2153)

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FOR FILING

[illegible]

4885

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
March 11, 1954

NOTED
C. A. GARDNER

SUBJECT:

To: E. G. Smith
Construction Engineer

Dear Sir:

I have made further investigation concerning the salvage of timber from the bridges over Bear Creek on the County Farm - Ashland Section. The method of salvage, I now find, was identical on both bridges, namely destruction of the deck by use of a 1000 pound hammer rigged on a three-quarter yard dragline. The method used on the first bridge was one of deliberate smashing of the deck with the attendant destruction of the stringers. On the second bridge a much lighter pounding with the hammer and cutting of the reinforcing steel with torches resulted in less breakage to the stringers but it was found that it was securly bound to the concrete by the dowels that they could not be salvaged without further spliting and destruction.

In view of these facts and in view of the other fact previously unknown to me that the resident engineer had advised the contractor that the bridge crews did not desire the salvaged stringers, I feel that I must withdraw my objection and recommend payment of the item in full.

It was my belief that the deck could have been sectioned with concrete saws and removed in slabs without undue damage to the stringers and on the basis of this thought I had made my objection to the apparent unnecessary destruction. A thorough discussion of this matter with the contractor and resident engineer indicate, as noted previously, that regardless of method of removing the deck the stringers could not be taken therefrom in a useable manner.

Very truly yours,

Tom Edwards

Tom Edwards
Division Engineer

TE:db
cc: G. S. Paxson

RECEIVED
MAR 12 1954
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

Williams:

Do you approve the deduction recommended by Edwards?

Paulson says he watched the operation for several hours and that in his opinion the salvaging of the stringers was impossible. He thinks, off-hand, that the contractor probably lost money on the bridge removal work.

Note also that Edwards' proposal contemplates salvage of 100 % of the timbers in the structure.

SHP.

ASSIGNMENT

Date: February 16, 1954 No. 4885 By WGW

Description: Letter from Tom Edwards to H.G.Smith, 2-8-54, recommending reduction of payment for removal of bridges, County Farm - Ashland Sec., Pacific Hwy., Contract No.3806.

Acknowledged by ____ Referred to G. S. Paxson ✓

__ Investigate and report with recommendation
__ Such action as necessary and report
XXX Comment or recommendation
__ Return with rough draft of reply
__ Prepare reply for signature of Mr.________
__ Contact correspondent and report

~~PLEASE RETURN TO~~
~~W. G. WILLIAMS~~

Remarks:

Executed 4-6-54 Report Received ________

FORM E-30 25M 9-51 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Roseburg, Oregon
February 8, 1954

SUBJECT: Reduction of Payment for
Removal of Bridges
County Farm - Ashland Section
Pacific Highway
Contract No. 3806

To:

H. G. Smith
Construction Engineer

NOTED
H. G. SMITH

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir:

Although the semi-final estimate has been submitted on the subject named job, I would like to recommend that a deduction be made to the payment due the contractor under item 2, for bridge lumber wantonly destroyed by reason of the removal methods employed by him in this operation. The specifications stated that "The structures shall be removed in such a manner as to not cause any unnecessary damage to caps, stringer's and other salvageable portions of the structure." In total disregard of this clause, the contractor on one of the bridges was observed to be using a drop hammer to break up the concrete decking and by such actions snapped all of the underlying stringer's. On this particular bridge the only material salvaged was the caps. Of course, this method of removal was stopped forthwith. However, his further removal efforts were so crude and rough as to cause unnecessary damage to other timbers in the removal process.

The contractors idea seemed to be that the removal of the structures was the primary purpose and salvage of any material merely incidental to that purpose. This was, of course, not true as witnessed by our making a special item of this removal and not lumping it in with the other clearing. The bid price of $15,000 for such removal certainly anticipated the salvage of this lumber because on the basis of removal and destruction such a bid price could not be justified.

I have listed below the timber materials which these two bridges contained:

Type	Size	No. of Pieces	Length	FBM
Bent Caps	14"x18"	12	40'	10,080.0
Bulkhead Caps	14"x16"	4	40'	2,986.7
Bulkhead Pieces	7"x10"	4	40'	933.3
Bulkhead Pieces	6"x8"	4	6	96.0
Stringers	7"x24"	60	30	25,200.0
Stringers	7"x20"	80	24	22,400.0
			Total	61,696.0

I have also itemized the materials salvaged by the contractor and piled on our stockpile site. They are as follows:

Size	No. of Pieces	Length	FBM	
14"x18"	12	40	10,080.0	
14"x16"	2	40	1,493.3	
14"x16"	1	15	280.0	
14"x16"	1	10	186.7	
7"x24"	9	30	3,780.0	
7"x24"	2	16	448.0	
7"x24"	2	14	392.0	
7"x24"	1	12	168.0	
7"x24"	1	11	154.0	
7"x20"	11	26	3,336.7	
7"x20"	2	24	560.0	
7"x20"	2	10	233.3	20770
7"x16"	1	25	233.3	
7"x10"	1	30	175.0	
7"x7"	1	16	65.3	
7"x7"	1	14	57.2	
		Total	21,642.8	
		Difference	40,053.2	

I also wish to point out that the above list of lumber is made without regard to condition. Some of it is split, broken, etc., however, without regard to its condition there is only a total of 21,600 FBM whereas the bridges contained 61,696 FBM of structural timbers leaving 40,000 FBM destroyed or diverted to other unauthorized use.

Due to the above facts I believe that a sum equal to the value of the 40,000 FBM treated timber at a depreciated value of $100 per M-FBM be deducted from the amount paid the contractor. This would amount to $4,000.

Very truly yours,

Tom Edwards

Tom Edwards
Division Engineer

cc: Acme Construction Co.

RECEIVED
FEB 16 1954
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

FOR FILING

FORM E-30 37,500 4-52 56808

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 26, 1954

SUBJECT: Lumber Salvage
County Farm-Ashland Section

To:

Mr. Tom Edwards
Division Engineer
Roseburg, Oregon

[illegible]
W. C. WILLIAMS

Dear Sir:

Reference is made to your letter of February 8 to H. G. Smith.

I agree with you that we should have had more salvage from the Bear Creek bridges than we did. The difficulty arises in interpreting the words "unnecessary damage." We could not have expected 100 percent salvage.

I note that no stringers were salvaged from the first bridge and that the method of demolition was changed resulting in a salvage of 9072 f.b.m. in the second bridge. Presumably the latter method satisfied our Resident Engineer, otherwise the contractor would have been stopped again. Since the two bridges were identical, the same salvage should have been anticipated on the first bridge.

I also note that we apparently salvaged some material of dimensions not shown as included in the timber list for the completed bridges. This might be embarrassing in an argument with the contractor.

We have held up the final estimate on this project until this matter is settled. Please give me enough information as to how the contractor did the work and how you think he should have proceeded so that I can put up a case that we can stand on.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
cc W. C. Williams

RECEIVED
FOR FILING

F-129(7)

3806

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
January 21, 1954

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer

NOTED
W. C. WILLIAMS

Dear Sir

In reply to your letter of January 8, 1954 to Mr. and Mrs. Chas. A. Robertson of Ashland, Oregon, regarding their complaint that water is flooding their septic tank, please be advised that Mr. W. B. Merrill, Resident Engineer, and Mr. J. G. Bromley, District Maintenance Superintendent, have made an investigation of this matter and are taking steps to correct this condition.

They plan to construct a short 50 foot length of roadside ditch to carry the objectionable water further to the north and past the septic tank location.

This work should be completed by January 22.

Very truly yours

Tom Edwards
Division Engineer

By FD Morgan
F. D. Morgan
Asst. Div. Engr.

FDM:ri

cc Mr. H. G. Smith
Mr. J. G. Bromley
Mr. W. B. Merrill

RECEIVED
JAN 22 1954
STAT HIGHWA [illegible] NEER

FORM E-30 25M 9-51 62315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Medford, Oregon
18 January 1954

SUBJECT:

To: Mr Tom Edwards
Division Engineer
Oregon State Highway Dept
Roseburg, Oregon

Dear Sir:

Mr J G Bromley and I investigated complaint this date of Charles A Robertson, Rte 1, Box 48, Ashland, Oregon.

We recommend a ditch at toe of fill 50 feet in length between Stations 92 and 92+50 on the westerly side of highway to take care of drainage from county road connection and road approach culvert to Mr Robertson's home. The septic tank is outside of the right of way adjacent to Station 92+30 and a ditch will intercept the drainage before reaching the septic tank.

Please refer to Mr Williams' letter of 8 January 1954 to Mr Charles A Robertson.

Very truly yours,

WB Merrill
W B MERRILL
Resident Engineer

WBM/f

RECEIVED
FOR FILING

1-157(1)

3806

4770

January 8, 1954

Mr. and Mrs. Chas. A. Robertson
Route 1, Box 48
Ashland, Oregon

Dear Mr. and Mrs. Robertson:

An investigation will be made concerning the drainage condition in the vicinity of Talent Junction where you say water has been diverted onto your property. We are very careful to keep drainage in its natural channels, but I will obtain a special report in this case.

With respect to the blasting, I can only advise that that is an item for the Acme Construction Company to handle. The State Highway Department has no jurisdiction in the matter. It is my recommendation that you correspond directly with the Acme Construction Company, Post Office Box 306, Eugene, or its surety, the Pacific Indemnity Company, 240 Henry Building, Seattle, Washington.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

HGS: me

cc Mr. H. G. Smith
Mr. Tom Edwards
Mr. W. B. Merrill

ASSYGNMENT

Date: 1-4-54 No. 4770 By [illegible]

Description: Letter from Mr. & Mrs. Chas. A. Robertson, Ashland, Ore., Rt. 1, Box 48, 12-30-53, complaining about surface water fro Talent junc. cut and adjoining hwy past their home being diverted to their property. Also damage done by blasting by Acme Constr. Co.

Acknowledged by____ Referred to H.G. Smith

__ Investigate and report with recommendation
__ Such action as necessary and report
XXX Comment or recommendation
__ Return with rough draft of reply
__ Prepare reply for signature of Mr.________
__ Contact correspondent and report

PLEASE RETURN TO
W. C. WILLIAMS

Remarks:

Executed 1-5-54 Report Received__________
me

Ashland Oregon
Dec. 30th, 1953

Rt. 1, Box 48
Ashland, Oregon

State Highway Commn
Engineering Dept.,
Salem Oregon

PLEASE RETURN TO
W. C. WILLIAMS

Gentlemen;

We are located on Highway 99 between Ashland and Medford on the Project just recently completed by the Acme Const. Co. All the Surface water from the Talent junction Cut and adjoining highway Past our home has been diverted on Our Property and directly on Our Septic tank. We never had this situation until the recent widening of highway 99 and the Cut Made for the Talent Junction. There is also the damage done by blasting by the Acme Const. Co., Please advise us what Procedure to follow in this matter or what is being done to Satisfy the Claim.

PLEASE RETURN TO
W. C. WILLIAMS

Sincerely Yours
Mr & Mrs Chas A. Robertson

RECEIVED
JAN 5 - 1954
FOR FILING

January 5, 1954

Pacific Indemnity Co.
240 Henry Bldg.
Seattle, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Acme Construction Company on contract No. 3806, covering grading and paving on the County Farm-Ashland Section of the Pacific Highway in Jackson County. This payment, in the amount of $23,971.29 will be released to the contractor on or after January 15, 1954. The retained percentage is $11,078.94.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Pacific Indemnity Company
Durham & Bates
901 S. W. Washington St.
Portland, Oregon

NOTED ON CARD
1-5-54
m

RECEIVED
DEC 30 1953
FOR FILING

December 30, 1953

Acme Construction Company
P. O. Box 306
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on December 10, had under discussion your request for an extension of time from October 30 to November 20, 1953 within which to complete your contract No. 3306, for grading and paving on the County Farm-Ashland Section of the Pacific Highway in Jackson County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

Walter S. Merrill,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
DEC 18 1953
FOR FILING

December 16, 1953

Mr. Ben T. Lombard
Attorney at Law
P. O. Box 513
Ashland, Oregon

Dear Sir:

This is to advise you that the Acme Construction Company was the contractor on the County Farm-Ashland Section of the Pacific Highway. M. C. Lininger & Sons, Medford, subcontracted the crushing and furnishing of aggregates and material. We have no record of any other person being interested in this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc Mr. Forrest Cooper

FC:js lg

ASSIGNMENT

Date: December 14, 1953 No. 4729 By [illegible]

Description: Letter of December 12 by Ben T. Lombard, Attorney at Law, representing several clients in connection with blasting damage to their residences by Acme Construction Company

Acknowledged by____ Referred to Smith

☐ Investigate and report with recommendation
☐ Such action as necessary and report
☐ Comment or recommendation
☒ Return with rough draft of reply
☐ Prepare reply for signature of Mr.________
☐ Contact correspondent and report

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

Executed 12-15-53 Report Received__________

BEN T LOMBARD
ATTORNEY AT LAW
KNOX BUILDING
P. O. BOX 513
ASHLAND, OREGON

TELEPHONE 5251

December 12, 1953

Mr. R. H. Baldock
First Assistant State
Highway Engineer
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir:

I am representing several clients in connection with blasting damage to their residence by reason of the construction work carried on by the Acme Construction Company on the Ashland end of the Medford-Ashland Highway. The purpose of this letter is merely to put you on notice that in all probability actions will be filed against the Acme Construction Company and also to inquire of you whether or not any other construction company was engaged in this work so that claims may be presented to all concerned.

Yours very truly,

Ben T. Lombard

Ben T. Lombard

BTL/wb

RECEIVED
DEC [illegible] 53
FOR FILING
F-154(1)
38-

December 1, 1953

Oregon State Highway Commission

Request for extension of time
No. 20
December 10 and 11 Meeting

Gentlemen:

Herewith is a request from the Acme Construction Company for an extension of time on the County Farm-Ashland Section of the Pacific Highway, Contract No. 3[illegible], from October 30, 1953 to November 20, 1953.

All work on this project was completed prior to November 1, with the exception of channel repairs to Bear Creek, which are necessitated by erosion in the channel subsequent to construction as originally planned.

I recommend that the extension be granted without penalty, and Mr. [illegible] Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

EAP: fp

RECEIVED
NOV 27 1953
FOR FILING

F-157(7)

November 24, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 18, 1953 on Contract No. 3806, County Farm-Ashland in Jackson County, in connection with Federal Aid Project No. F-157 (7).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:eh

cc: John Cattrall

Form E-1—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Nov 21, 1953

Section County Farm-Ashland
Kind of work Grading and Paving
Highway Pacific
Section prefix 15-1028
Contractor Acme Construction Co.
Contract number 3806
Date of contract Oct 1, 1952
Date of completion Sept 30, 1953
Date work started Nov 3, 1952
Estimated date of completion ......, 19....
Amount of contract $402,738.04
Per cent of time elapsed ......%
Estimated cost of completed project, exclusive of engineering $372,000
Per cent of contract completed, based on total contract price 100%
Engineering cost to date $27,800, 92%
Date project was completed Nov 18, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor worked Tuesday and Wednesday hauling rip rap material from Sta 100 to Hutchinson property right of Sta 117, completing slope protection work.

A crew of men are dismantling asphalt plant and moving to Eugene. Plant should be moved out the fore part of next week.

	Station	Plans	Final
Excavation	23-273	132,183	136,582
Emb and Topping from Ch Ch	23-273	98,183	110,852

NOTED

NOTED
FORREST COOPER

RECEIVED

Signed W B Merrill Resident Engineer
Address Medford, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

Sel RdBd Top

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.47	4.47			4.47
Miles partially completed					
Miles completed	4.47	4.47			4.47
Total estimated quantities	135,000	28,000			22,130
Estimated quantities moved or placed to date	135,000	28,000			22,130
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	6				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1, Sheep-foot rollers ...., Dragline 1, Trucks 2 ...., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Rain		
Tuesday	Cloudy		
Wednesday	"		
Thursday	Rain		
Friday	Cloudy		
Saturday			

RECEIVED
FOR FILING

November 19, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the County Farm-Ashland Contract No. 3806, Oregon F-157(9), from October 30, 1953 to November 20, 1953, to Acme Construction Company, contractors.

All work on this project was completed prior to November 1st, with the exception of channel repairs to Bear Creek outside the limits of the original channel change. These changes were necessary because of erosion in the channel subsequent to construction as originally planned.

I recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Ass't. State Highway Engineer

WCW:js

cc H W Smith

RECEIVED
NOV 19 1953
FOR FILING

November 17, 1953

Acme Construction Co.
P. O. Box 306
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 29, 1953, had under discussion your request for an extension of time from September 30 to October 30, 1953 within which to complete your contract No. 3606, for grading and paving on the County Farm-Ashland Section of the Pacific Highway in Jackson County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Tom Edwards,
Division Engineer

Walter R. Merrill,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
OCT 21 1953
FOR FILING

October 20, 1953

Request for extension of time
No. 14
October 29 and 30 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Acme Construction Company for an extension of time on the County Farm-Ashland Section, Pacific Highway, Contract No. 3806, from September 30, 1953 to October 30, 1953.

The main portion of this project was completed well in advance of the specified completion date, but, due to changes in the design of the Talent intersection and other major connections, the contractor was unable to complete within the specified limits.

No additional inconvenience or expense will be incurred, and I recommend the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

EAP:js lg

RECEIVED
OCT 14 1953
FOR FILING

F-157(9)

[illegible]

October 13th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the County Farm-Ashland Contract #3806, Oregon F-157(9), from September 30th, 1953, to October 30th, 1953, to the Acme Construction Co., contractors.

The main portion of this project was completed well in advance of the specified completion date, but, due to changes in the design of the Talent intersection and other major connections, the contractor was unable to complete within the specified limits.

No additional expense will be incurred, and I would recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

R

cc to: H. G. Smith

RECEIVED
1953
FOR FILING

Salem, Oregon
March 27, 1953

Mr. C. W. Enfield

I attach hereto the file having reference to alleged washing of property owned by Mr. and Mrs. Ralph D. McCulloch, of Ashland, which matter was presented by Harry A. Skerry, attorney, of Ashland, ~~and~~ I would suggest that you study this file and I would recommend that attempt be made to purchase the McCulloch property, which, I understand, amounts to 2.7 acres. You will note Mr. Cooper does not recommend paying a royalty, and I concur in that thinking, and we should offer to buy the property for its appraised valuation.

W. C. Williams

WCW:me

Enclosure

RECEIVED
FOR FILING

FORM E-30 25M 9-51

file

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

PLEASE RETURN TO
W. C. WILLIAMS

Salem, Oregon
March 25, 1953

SUBJECT: Assignment No. 4056

4056

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

Dear Sir:

Referring to the matter of the claim of Ralph D. McCulloch, Route 1, Ashland, Oregon, for damage caused by erosion of Bear Creek, I wish to advise that this matter has been investigated and it appears that the work that we did in the channel of Bear Creek may have caused the damage.

I would recommend that we buy all of Mr. McCulloch's property lying southwesterly of Bear Creek and northeasterly of the highway if a settlement can be made on a reasonable basis. If this cannot be done, I believe that we should try to work out some sort of a reasonable settlement along the lines suggested in Edward's letter of March 20, 1953, copy of which is herewith attached.

NOTED
W. C. WILLIAMS

I do not believe that we should enter into any royalty agreement in this case. It would appear to me that if we offer to buy the property for a reasonable appraised valuation, that we should be in the clear.

I am submitting herewith Edward's sketch and pictures.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

RECEIVED
MAR 25 1953
OFFICE OF
STATE HIGHWAY ENGINEER

FC:sh
Enc.

FORM E-30X '25M 4-52 86806

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Roseburg, Oregon
March 20, 1953

NOTED
FORREST COOPER

SUBJECT: 15-1028

RECEIVED
MAR 23 1953
OFFICE OF
CONSTRUCTION ENGINEER

To: Forrest Cooper
Asst. Construction Engineer

Dear Sir

Reply is made to your letter of March 5th transmitting the compalint of Ralph D. McCulloch through his attorney Harry A. Skerry, Jr. concerning erosion of property in connection with channel change work on the County Farm-Ashland Section of the Pacific Highway.

I attach hereto a report from Resident Engineer Merrill, a map showing the condition before and after installation of the channel and a series of ten photos taken by Resident Engineer Merrill.

In Mr. Skerry's letter to the Right of Way Department, he states that Mr. McCulloch has discussed the matter with me and that I had indicated a possible solution would be purchase of his property. I cannot remember of having discussed this matter with Mr. McCulloch

It appears from the sketch that approximately 1/4 acre of land has been destroyed. I would recommend payment of approximately $200 to Mr. McCulloch for this land and I would recommend purchase of the entire tract for $1,000 or purchase of material in the gravel bar on royalty basis of 5 cents per cubic yard.

Very truly yours

Tom Edwards
Division Engineer

TE:rw

Enc.

FORM E-30 37,500 4-52 86606

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Medford, Oregon
18 March 1953

SUBJECT: Ashland - County Fair
McCulloch Complaint

NOTED
FORREST COOPER

To: Mr Tom Edwards
Division Engineer
Oregon State Highway Dept
Roseburg, Oregon

Dear Sir:

I am sending you sketch and photos of Ralph D McCulloch's complaint regarding erosion on his property due to channel change in Bear Creek.

During high water of 18 January 1953, gravel for channel change, Station 99 to 105, deposited in a bar in Bear Creek on McCulloch property as shown in sketch.

The red pencil line is approximately the southerly line of original channel before the flood. According to Mr McCulloch, approximately 25 feet of the bank has been washed away.

It was my understanding that Mr McCulloch wanted $3500.00 for this property when dealing with the Right of Way Department, which seemed to me an unreasonable amount for 2.7 acres of land.

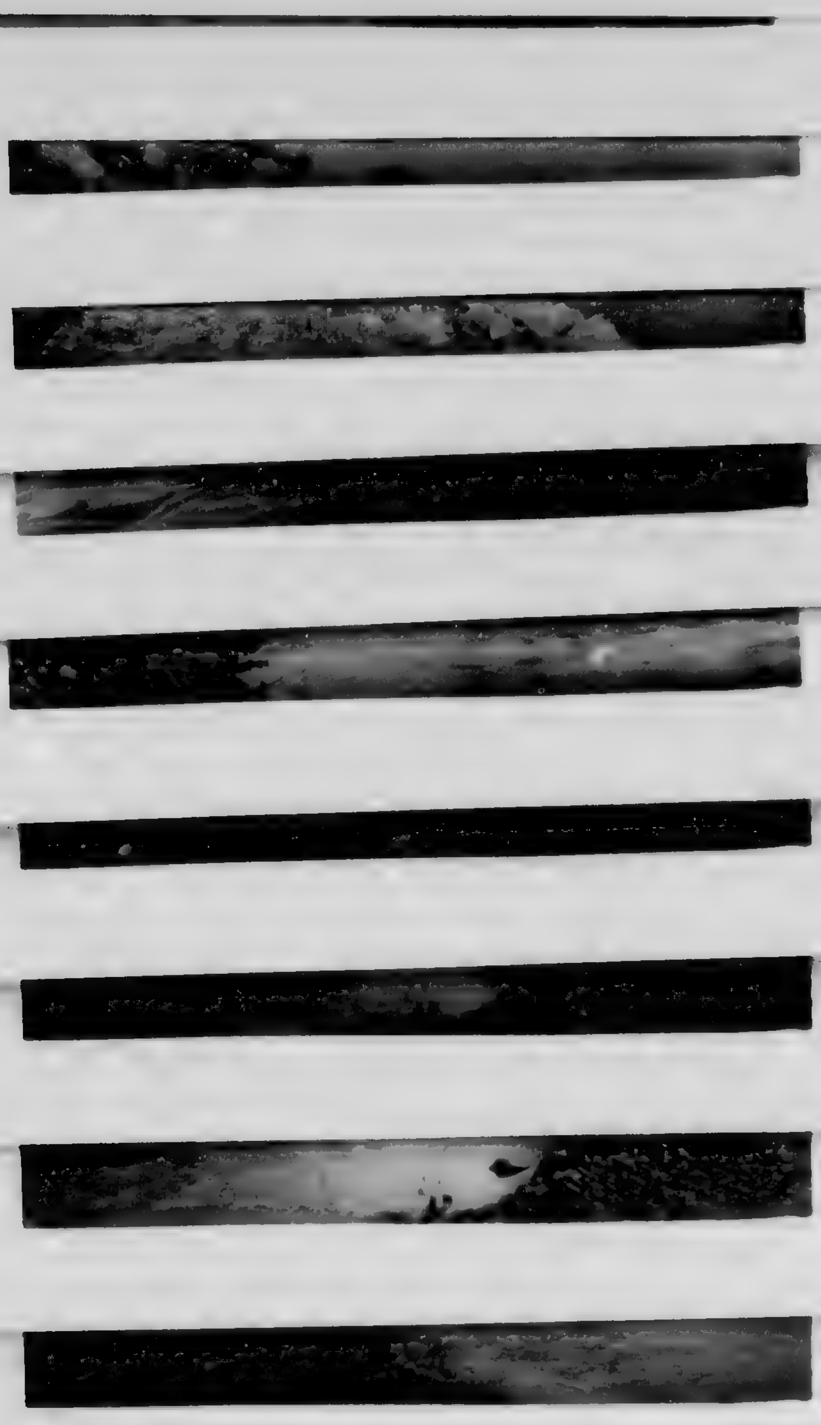
If this property is to be purchased with a channel change in mind, there is approximately 10,000 cubic yards of rock that could be used for topping.

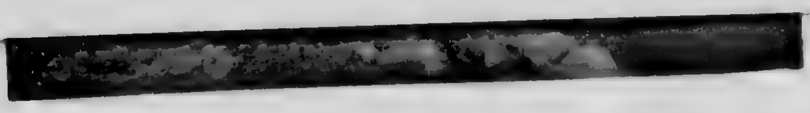
The northerly bank of channel (shown in Photo #11) has washed awey about 12 feet a distance of 60 feet in length. This seems to be a vital spot as there is a bend in the creek at this place. Northerly from this point is cultivated land which will be washed at high water.

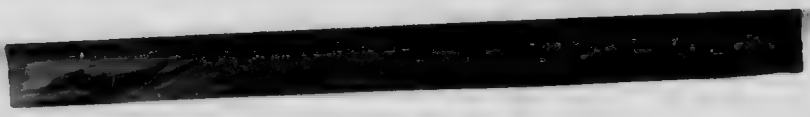
Very truly yours,

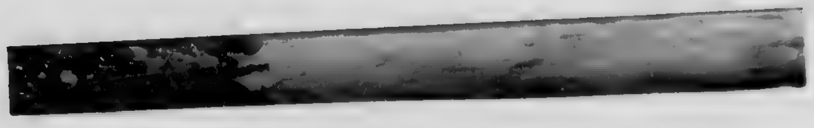
JBMerrill
J B MERRILL
Resident Engineer

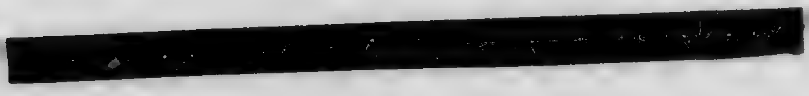
JBM/f
Enc

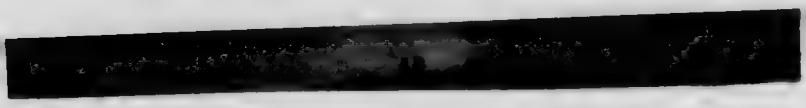


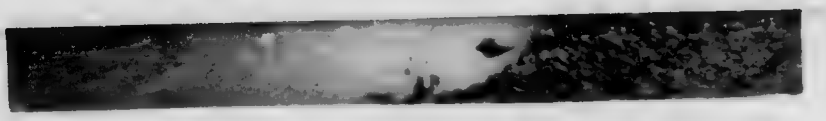


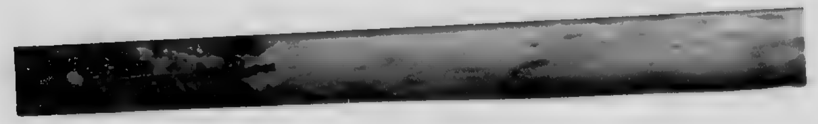


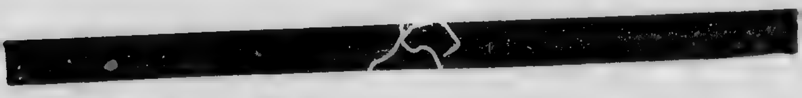












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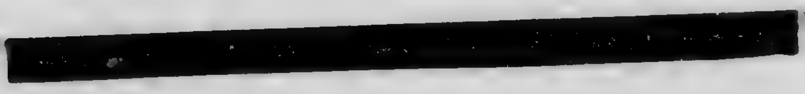

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FOR FILING

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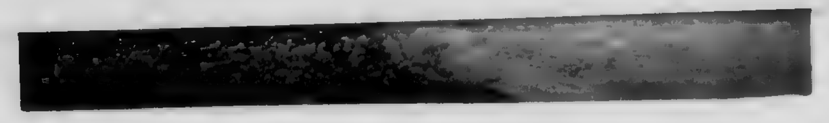

FOR FIL

17 + 16

No. 4056
By WCW

ASSIGNMENT

Date: March 4, 1953

Description: Letter (copy) of February 23 by Harry A. Skerry, Attorney, Portland; Mr. Enfield's letter of March 2 in reply; also Mr. Enfield's letter of March 2 to WCW; concerns alleged washing of property owned by Mr. & Mrs. Ralph D. McCulloch, Ashland

Acknowledged by _____ Referred to Smith

xx Investigate and report with recommendation

Investigation, such action as necessary and report

Comment or recommendation

Return with rough draft of reply

Please prepare for ______________ signature

Assignment executed 3.25.53 Report received _______

Remarks: How much land involved—value of it—cost of refilling, responsibility, et cetera. Report to WCW 3/25/53

FORM E-30 25M 1-52 85419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 2, 1953

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

Enclosed herewith is a copy of a letter from Mr. Harry A. Skerry, Jr., concerning alleged washing of property owned by Mr. and Mrs. Ralph D. McCulloch, Route 1, Ashland, Oregon, caused by change in the course of Bear Creek, which change, according to Mr. Skerry's letter, was made by the Highway Department.

I will appreciate your causing to be made whatever investigation you deem necessary to ascertain the amount of property washed away, and the cause thereof, so that based upon such engineering facts we may determine whether or not the Department has any liability in this matter, and if there be some liability upon the Department, your recommendations as to whether or not the State should fill the property washed out, or purchase the same, with consideration being given to using the purchased property as a possible source of gravel.

Also enclosed herewith for your information is a copy of my reply to Mr. Skerry.

Yours very truly,

C W Enfield
C. W. ENFIELD
Chief Counsel

NOTED
H. G. SMITH

NOTED
W. C. WILLIAMS

CWE:avh
Encl.

FORM E-428X 37,500 4-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

March 2, 1953

Mr. Harry A. Skerry, Jr.
Attorney at Law
Swedenburg Building
Ashland, Oregon

Dear Mr. Skerry:

This will acknowledge receipt of your letter of February 23, 1953, concerning the washing away of a portion of property owned by Mr. and Mrs. Ralph D. McCulloch, Route 1, Ashland, Oregon, which damage you contend was caused by the change in the course of Bear Creek made by the Highway Department.

I have referred your letter to Mr. W. C. Williams, Assistant State Highway Engineer, for the making of an investigation to determine, if possible, the extent and cause of the damage, and for recommendations from the Engineering Department as to whether or not any gravel on the premises could be used in connection with present highway construction, as pointed out in your letter.

If, in the course of this investigation, it is necessary that a representative of the Highway Department call upon you or Mr. McCulloch, I have requested Mr. Williams to advise you in advance as to when such representative will call.

Upon receiving a report and recommendations from the Engineering Department, I will again contact you.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - W. C. Williams

COPY COPY

HARRY A. SKERRY, JR.
Attorney at Law
Swedenburg Building
Ashland, Oregon

February 23, 1953

Oregon State Highway Department
Salem, Oregon

Attention: State Highway Right of Way Dept.

Gentlemen:

I am representing Mr. and Mrs. Ralph D. McCulloch, Route 1, Ashland, Oregon, who own property adjacent to the highway between Talent and Ashland, Oregon. A substantial portion of this property was washed away by recent water from Bear Creek. Your department ordered that the course of Bear Creek be changed at certain places as a necessity with regard to the construction of the highway adjacent to the creek.

Mr. McCulloch has made objections to various members of the State Highway Department to the manner in which the course of the stream was changed, and maintained that he was afraid that the change of the course would cause the stream to wash out his property during high water. This is exactly what has occurred and it is our position that the damage to the property was caused by the change in the course of the stream.

Mr. McCulloch has discussed the matter with Mr. Edwards, Roseburg District Engineer, who suggested that I write you with regard to this problem with the request that a representative contact Mr. McCulloch and discuss this controversy.

Mr. Edwards stated that it would take approximately 1500 yards to fill that portion of the property washed out and it was his position that the expense of such work might be in excess of the value of the property and your office might, as a result thereof, consider the purchase of the property.

If it is deemed by your department advisable to purchase the property, it might be best to act on the matter within the immediate future as there is a great amount of gravel on the premises that could be used with regard to your present construction.

I would appreciate your advising me approximately when a representative of your department can call upon Mr. McCulloch.

If you desire any further information, kindly let me know.

Very truly yours,

(Sgd.) Harry A. Skerry, Jr.

Harry A. Skerry, Jr.

HAS:mh

APPROVED
FOR FILING

FORM E-30 25M 9-51 82315
F-1570

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 23, 1952

SUBJECT:

To:
Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract between the Acme Construction Co. and M. C. Lininger & Sons, covering the production and stockpile of aggregates in Items 34, 36, 38 and 40, on the County Farm - Ashland Contract No. 3806, Ore. BF-110 (7), is approved, and you may so inform the interested parties.

Five copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encls.

cc W. C. Williams
C. G. Polk (2)

RECEIVED
FOR FILING

December 12, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the County Farm-Ashland Section, Project No. F-157 (9).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

Oregon State Highway Department

Federal Aid Project
No. F-157 (9)

COUNTY FARM-ASHLAND SECTION

OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 18, 1952

Type Code 6201
Roadway (Sta. 23+00 to Sta. 273+00) (Contract No. 3806)

All Required		Clearing and Grubbing		$ 10,000.00
All Required		Removal of Bridges		15,000.00
650	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,950.00
110	cu. yds.	Trench Excavation, Unclassified	2.00	220.00
86,000	cu. yds.	Channel Change Excavation, Unclassified	0.80	68,800.00
54,000	cu. yds.	General Excavation, Unclassified	0.55	29,700.00
410,000	yd. stas.	Short Overhaul	0.02	8,200.00
6,200	C-yd. stas.	Long Overhaul	0.50	3,100.00
4.47	miles	Finishing Roadbed and Slopes	575.00	2,570.25
2,000	lin. ft.	Rounding Cutbanks	0.20	400.00
440	lin. ft.	6-inch Perforated Metal Drain Pipe, Coated	2.00	880.00
20	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	3.00	60.00
80	cu. yds.	3/8" - 0 Backfill in Drains	3.50	280.00
2,000	lin. ft.	12-inch Concrete Pipe	1.90	3,800.00
900	lin. ft.	18-inch Concrete Pipe	3.50	3,150.00
90	lin. ft.	24-inch Concrete Pipe	6.00	540.00
40	lin. ft.	30-inch Concrete Pipe	8.50	340.00
20	lin. ft.	36-inch Concrete Pipe	10.50	210.00
110	lin. ft.	18-inch Corrugated Metal Pipe	8.00	880.00
200	lin. ft.	24-inch Corrugated Metal Pipe	10.50	2,100.00
40	lin. ft.	42-inch Corrugated Metal Pipe	15.00	600.00
160	lin. ft.	48-inch Corrugated Metal Pipe	17.50	2,800.00
30	lin. ft.	Extra for Installing Culvert Pipe Under Pavement	2.00	60.00
1	only	24-inch Metal Headgate	75.00	75.00
1,900	lin. ft.	Salvaging Culvert Pipe	1.00	1,900.00
4	only	Concrete Catch Basins	70.00	280.00
6	only	Special Concrete Catch Basins	90.00	540.00
1	only	Concrete Manholes	225.00	225.00
2	only	Adjustment of Manholes	25.00	50.00
10	only	Adjustment of Catch Basins	25.00	250.00
5	cu. yds.	Concrete Curbs	70.00	350.00
39,000	cu. yds.	Selected Roadbed Topping	0.50	19,500.00
49,000	yd. mi.	Hauling Roadbed Topping	0.20	9,800.00
11,000	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.50	27,500.00

3,000	M-Gal.	Sprinkling	$ 2.50	7,500.00
750	cu. yds.	3/4" - 0 Material in Binder Course	4.00	3,000.00
120	tons	RC-3 Asphalt in Binder Course	45.00	5,400.00
21,500	tons	Class "B" Asphaltic Concrete	6.25	134,375.00
140	tons	RS-1 Emulsified Asphalt in Tack and Seal Coats	48.00	6,720.00
700	cu. yds.	Aggregate in Seal Coat	4.50	3,150.00
1,800	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	1,800.00
				$378,055.25

Type Code 6201
Roadway (Pipe Support) (Sta. 82+50) (Contract No. 3798)

40	cu. yds.	Structural Excavation	$ 4.00	$ 160.00
5	cu. yds.	Excavation Below Elevation Shown	20.00	100.00
13	cu. yds.	Class "A" Concrete	60.00	780.00
3,500	lbs.	Metal Reinforcement	0.12	420.00
				$ 1,460.00
			Subtotal	$379,515.25
			10% Engr. & Cont.	37,951.52
			Total	$417,466.77

Type Code X021
Wagner Creek Bridge (Sta. 138+75 to Sta. 139+08) (Contract No. 3798)

All Required		Alter Existing Structure		$ 3,000.00
250	cu. yds.	Structural Excavation	$ 6.00	1,500.00
5	cu. yds.	Excavation Below Elevation Shown	20.00	100.00
78	cu. yds.	Class "A" Concrete	55.00	4,290.00
13,500	lbs.	Metal Reinforcement	0.12	1,620.00
			Subtotal	$ 10,510.00
			10% Engr. & Cont.	1,051.00
			Total	$ 11,561.00

Length of Roadway	4.472 Miles
Length of Structure	0.007 Mile
Total Length	4.479 Miles
Cost per Mile, Roadway	$93,351.24

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$417,466.77	$258,832.00	$158,634.77
Structure	11,561.00	7,168.00	4,393.00
	$429,027.77	$266,000.00	$163,027.77

Oregon State Highway Department

Federal Aid Project
No. F-157 (9)

COUNTY FARM-ASHLAND SECTION OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 5, 1952

Type Code 6201
Roadway (Sta. 23+00 to Sta. 273+00)(Low Bid Prices)

All Required		Clearing and Grubbing		$ 10,000.00
All Required		Removal of Bridges		15,000.00
650	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,950.00
110	cu. yds.	Trench Excavation, Unclassified	2.00	220.00
86,000	cu. yds.	Channel Change Excavation, Unclassified	0.80	68,800.00
54,000	cu. yds.	General Excavation, Unclassified	0.55	29,700.00
410,000	yd. stas.	Short Overhaul.	0.02	8,200.00
6,200	C-yd. stas.	Long Overhaul	0.50	3,100.00
4.47	miles	Finishing Roadbed and Slopes	575.00	2,570.25
2,000	lin. ft.	Rounding Cutbanks	0.20	400.00
440	lin. ft.	6" Perforated Metal Drain Pipe, Coated	2.00	880.00
20	lin. ft.	8" Perforated Metal Drain Pipe, Coated	3.00	60.00
80	cu. yds.	3/8" - 0 Backfill in Drains	3.50	280.00
2,000	lin. ft.	12" Concrete Pipe	1.90	3,800.00
900	lin. ft.	18" Concrete Pipe	3.50	3,150.00
90	lin. ft.	24" Concrete Pipe	6.00	[illegible].00
40	lin. ft.	30" Concrete Pipe	8.50	340.00
20	lin. ft.	36" Concrete Pipe	10.50	210.00
110	lin. ft.	18" Corrugated Metal Pipe	8.00	880.00
200	lin. ft.	24" Corrugated Metal Pipe	10.50	2,100.00
40	lin. ft.	42" Corrugated Metal Pipe	15.00	600.00
160	lin. ft.	48" Corrugated Metal Pipe	17.50	2,800.00
30	lin. ft.	Extra for Installing Culvert Pipe Under Pavement	2.00	60.00
1	only	24" Metal Headgate	75.00	75.00
1,900	lin. ft.	Salvaging Culvert Pipe	1.00	1,900.00
4	only	Concrete Catch Basins	70.00	280.00
6	only	Special Concrete Catch Basins	90.00	540.00
1	only	Concrete Manholes	225.00	225.00
2	only	Adjustment of Manholes	25.00	50.00
10	only	Adjustment of Catch Basins	25.00	250.00
5	cu. yds.	Concrete Curbs	70.00	350.00
39,000	cu. yds.	Selected Roadbed Topping	0.50	19,500.00
49,000	yd. miles	Hauling Roadbed Topping	0.20	9,800.00
11,000	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.50	27,500.00

3,000	M-gals.	Sprinkling	$ 2.50	$ 7,500.00
750	cu. yds.	3/4" - 0 Material in Binder Course	4.00	3,000.00
120	tons	RC-3 Asphalt in Binder Course	45.00	5,400.00
21,500	tons	Class "B" Asphaltic Concrete	6.25	134,375.00
140	tons	RS-1 Emulsified Asphalt in Tack and Seal Coats	48.00	6,720.00
700	cu. yds.	Aggregate in Seal Coat	4.50	3,150.00
1,800	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	1,800.00
				$378,055.25

Type Code 6201
Roadway (Pipe Support)(Sta. 82+50)

40	cu. yds.	Structural Excavation	$10.00	$ 400.00
5	cu. yds.	Excavation Below Elevation Shown	15.00	75.00
13	cu. yds.	Class "A" Concrete	70.00	910.00
3,500	lbs.	Metal Reinforcement	0.12	420.00
				$ 1,805.00
		Subtotal		$379,860.25
		10% Engr. & Cont.		37,986.02
		Total		$417,846.27

Type Code X021
Wagner Creek Bridge (Sta. 188+75 to Sta. 189+08)

All Required		Alter Existing Structure		$ 4,000.00
250	cu. yds.	Structural Excavation	$10.00	2,500.00
5	cu. yds.	Excavation Below Elevation Shown	15.00	75.00
78	cu. yds.	Class "A" Concrete	75.00	5,850.00
13,500	lbs.	Metal Reinforcement	0.12	1,620.00
		Subtotal		$ 14,045.00
		10% Engr. & Cont.		1,404.50
		Total		$ 15,449.50

Length of Roadway	4.472	miles
Length of Structures	0.007	mile
Total Length	4.479	miles
Cost Per Mile, Roadway	$93,436.10	

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$417,846.27	$259,409.00	$158,437.27
Structure	15,449.50	9,591.00	5,858.50
	$433,295.77	$269,000.00	$164,295.77

3,000	M-gals.	Sprinkling	$ 2.50	$ 7,500.00
750	cu. yds.	3/4" - 0 Material in Binder Course	4.00	3,000.00
120	tons	MC-3 Asphalt in Binder Course	45.00	5,400.00
21,500	tons	Class "B" Asphaltic Concrete	6.25	134,375.00
140	tons	RS-1 Emulsified Asphalt in Tack and Seal Coats	48.00	6,720.00
700	cu. yds.	Aggregate in Seal Coat	4.50	3,150.00
1,800	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	1,800.00
				$378,055.25

Type Code 6201
Roadway (Pipe Support)(Sta. 82+50)

40	cu. yds.	Structural Excavation	$10.00	$ 400.00
5	cu. yds.	Excavation Below Elevation Shown	15.00	75.00
13	cu. yds.	Class "A" Concrete	70.00	910.00
3,500	lbs.	Metal Reinforcement	0.12	420.00
				$ 1,805.00
		Subtotal		$379,860.25
		10% Engr. & Cont.		37,986.02
		Total		$417,846.27

Length of Roadway 4.472 miles
Cost Per Mile $93,436.10

Type Code [illegible]
Wagner Creek Bridge (Sta. 188+75 to Sta. 189+08)

All Required		Alter Existing Structure		$ 4,000.00
250	cu. yds.	Structural Excavation	$10.00	2,500.00
5	cu. yds.	Excavation Below Elevation Shown	15.00	75.00
78	cu. yds.	Class "A" Concrete	75.00	5,850.00
13,500	lbs.	Metal Reinforcement	0.12	1,620.00
		Subtotal		$ 14,045.00
		10% Engr. & Cont.		1,404.50
		Total		$ 15,449.50

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$417,846.27	$259,409.00	$158,437.27
Structure	15,449.50	9,591.00	5,858.50
	$433,295.77	$269,000.00	$164,295.77

Oregon State Highway Department

Federal Aid Project
No. F-157 (9)

COUNTY FARM-ASHLAND SECTION
OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 31, 1952

Type Code 6201
Roadway (Sta. 23+00 to Sta. 273+00)

All Required		Clearing and Grubbing		$ 5,000.00
All Required		Removal of Bridges		15,000.00
650	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,950.00
110	cu. yds.	Trench Excavation, Unclassified	3.00	330.00
86,000	cu. yds.	Channel Change Excavation, Unclassified	0.95	81,700.00
54,000	cu. yds.	General Excavation, Unclassified	0.75	40,500.00
410,000	yd. stas.	Short Overhaul	0.015	6,150.00
6,200	C-yd. stas.	Long Overhaul	0.50	3,100.00
4.47	miles	Finishing Roadbed and Slopes	700.00	3,129.00
2,000	lin. ft.	Rounding Cutbanks	0.20	400.00
440	lin. ft.	6-inch Perforated Metal Drain Pipe, Coated	2.00	880.00
20	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	3.00	60.00
80	cu. yds.	3/8" - 0 Backfill in Drains	5.00	400.00
2,000	lin. ft.	12-inch Concrete Pipe	2.50	5,000.00
900	lin. ft.	18-inch Concrete Pipe	4.00	3,600.00
90	lin. ft.	24-inch Concrete Pipe	5.50	495.00
40	lin. ft.	30-inch Concrete Pipe	7.00	280.00
20	lin. ft.	36-inch Concrete Pipe	10.00	200.00
110	lin. ft.	18-inch Corrugated Metal Pipe	4.00	440.00
200	lin. ft.	24-inch Corrugated Metal Pipe	7.00	1,400.00
40	lin. ft.	42-inch Corrugated Metal Pipe	15.00	600.00
160	lin. ft.	48-inch Corrugated Metal Pipe	20.00	3,200.00
30	lin. ft.	Extra for Installing Culvert Pipe Under Pavement	3.50	105.00
1	only	24-inch Metal Headgate	100.00	100.00
1,900	lin. ft.	Salvaging Culvert Pipe	2.00	3,800.00
4	only	Concrete Catch Basins	75.00	300.00
6	only	Special Concrete Catch Basins	100.00	600.00
1	only	Concrete Manholes	225.00	225.00
2	only	Adjustment of Manholes	75.00	150.00

10	only	Adjustment of Catch Basins	$ 35.00	$ 350.00
5	cu. yds.	Concrete Curbs	50.00	250.00
39,000	cu. yds.	Selected Roadbed Topping	0.55	21,450.00
49,000	yd. mi.	Hauling Roadbed Topping	0.20	9,800.00
11,000	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.50	27,500.00
3,000	M-gals.	Sprinkling	2.50	7,500.00
750	cu. yds.	3/4" - 0 Material in Binder Course	3.50	2,625.00
120	tons	RC-3 Asphalt in Binder Course	45.00	5,400.00
21,500	tons	Class "B" Asphaltic Concrete	6.50	139,750.00
140	tons	RS-1 Emulsified Asphalt in Tack and Seal Coats	45.00	6,300.00
700	cu. yds.	Aggregate in Seal Coat	5.00	3,500.00
1,800	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	1,800.00
			Subtotal	$405,319.00
			10% Engr. & Cont.	40,531.90
			Total	$445,850.90

Length of Roadway	4.472 miles
Length of Bridge	.007 mile
Total Length	4.479 miles
Cost per mile, Roadway	$99,542.50

Federal Funds- -$272,000.00
State Funds- -173,850.90

$445,850.90

COUNTY FARM-ASHLAND SECTION

PROJECT NO, BFI-157 (9)

While negotiations for rights of way are in progress fifteen parcels have not been acquired but it is now believed that all necessary rights of way or rights of entry can be made fully available within fifteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

August 1, 1952

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

September 5, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project F-157(9), County Farm-Ashland Section of the Pacific Highway in Jackson County have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Very truly yours,

CGPolk
C. G. Polk
District Engineer

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OREGON
STATE HIGHWAY COMMISSION
KNC

COUNTY FARM-ASHLAND SECTION

Project No. 157 (9)

While negotiations for rights of way are in progress, 4 parcels have not been acquired but it is now believed all rights of way or rights of entry can be made fully available within fourteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

September 5, 1952

Form PR 2 (Revised 1946)

State Oregon

Federal Aid Project No. F-157(9)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of January, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 15th day of October, 1951, a program, which was approved on the 28th day of December, 1951, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 4th day of August, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred sixty-six thousand and 00/100 dollars ($266,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 23+60 in the SW 1/4, Section 32, T-38-S, R-1-E, W.M., and survey station 273+00 in the NE 1/4, Section 22, T-39-S, R-1-W, W.M., without exception,

, length 4.479 miles, in Jackson County, being Oregon Federal Aid project No. F-257(9), consisting of 4.472 miles of roadway and one bridges~~, each~~ of more than 20 feet clear span, 0.007 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred sixty-six thousand, and 00/100 dollars ($266,000.00), which does not exceed the authorized Federal pro rata share of four hundred twenty-nine thousand, twenty-seven and 77/100 dollars ($429,027.77), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By

Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11370-2

OREGON DISTRICT

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F-157(7)

December 8, 1952

Briggs & Sennatt
Pioneer Building
Ashland, Oregon

Attention: Mr. George M. Sennatt

Gentlemen:

The State Highway Department has two contracts underway between Ashland and Medford. Acme Construction Company, P. O. Box 306, Eugene, Oregon, holds Contract No. 3806 for grading and paving the County Farm-Ashland Section of the Pacific Highway in Jackson County.

T. W. Thomas, 10248, N. E. Holladay Street, Portland 16, holds State Highway Contract No. 3792 for grading and paving the Medford-County Farm Section of the Pacific Highway also in Jackson County.

Completion of these contracts is not contemplated until about the middle of 1953.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

R

LAW OFFICES OF
BRIGGS & SENNATT
PIONEER BUILDING
ASHLAND, OREGON

WM. M. BRIGGS
GEORGE M. SENNATT

TELEPHONE
2-4441

December 3, 1952

State Highway Commission
Salem, Oregon

Gentlemen:

Could you furnish our office with the name of the contractor in charge of the work on Highway 99 between Ashland and Medford?

Yours very truly,

BRIGGS & SENNATT

By George M. Sennatt

GMS:wb

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OREGON
STATE HIGHWAY COMMISSION

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FOR FILING
F-159 (1)

Briggs & Sennatt
Pioneer Building
Ashland, Oregon

Attention: Mr. George M. Sennatt

Gentlemen:

The State Highway Department has two contracts underway between Ashland and Medford. Acme Construction Company, P. O. Box 306, Eugene, Oregon, holds Contract No. 3806 for grading and paving the County Farm-Ashland Section of the Pacific Highway in Jackson County.

T. W. Thomas, 10248, N. E. Holladay Street, Portland 16, holds State Highway Contract No. 3792 for grading and paving the Medford-County Farm Section of the Pacific Highway also in Jackson County.

Completion of these contracts is not contemplated until about the middle of 1953.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

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F-154(9)

2801

Salem, Oregon
December 1, 1952

Mr. Forrest Cooper
Right of Way Engineer
Office

Attached is a fully executed Release of Frontage Road Rights to property owners on the Medford-Ashland Section of the Pacific Highway in Jackson County.

Yours very truly,

Secretary

rn
Attach: 1

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3806

November 5, 1952

Mr. C. O. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on November 3, 1952 on Contract No. 3806, County Farm-Ashland Section, in connection with Federal Aid Project No. F-157 (9).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

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October 23, 1952

Acme Construction Company
P. O. Box 306
Eugene, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 3806, which was awarded to you on October 1, 1952 by the State Highway Commission, for grading and paving on the County Farm-Ashland Section of the Pacific Highway in Jackson County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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encl. 1

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OREGON STATE HIGHWAY DEPARTMENT

Inter-Department Correspondence
Salem, Oregon
October 8, 1952

SUBJECT: R-16543
R-18389

TO: Mr. H. B. Glaisyer
Secretary
OFFICE

Dear Mr. Glaisyer:

Attached hereto are the resolution covering the Charles W. Koyl property on the County Farm-Ashland Section of the Pacific Highway (R-16543), and the amending resolution setting forth the correct map number on the Goshen Creswell Section of the Pacific Highway and also declaring that the survey was made as a throughway.

To the best of my knowledge, the Koyl resolution finishes all of the recommended condemnations for your July minutes. All of the rest of the properties involved have either been optioned or resolutions drawn thereon, except the Lynn J. Leslie property on the Medford-County Farm Section. With respect to the Leslie property (R-18389), Mr. Porter has advised me that the property is not needed to complete the construction, and that while we may acquire it at some future date by negotiation, it is the opinion of the Right of Way Department that we should not take the property by condemnation.

Within the next few days I will prepare for you a list of the properties recommended for condemnation during the August meeting, and will notify you when these resolutions will be completed.

Yours very truly,

C. W. Enfield
Chief Counsel

By /s/ Frank C. McKinney

FRANK C. McKINNEY
Assistant Attorney

FCMc:sth
Encl

COPY

RECEIVED
NOV 14 1952
FOR FILING

October 1, 1952

Acme Construction Company
P. O. Box 306
Eugene, Oregon

Gentlemen:

The State Highway Commission on August 19 accepted your proposal to do grading and paving work on the County Farm-Ashland Section of the Pacific Highway in Jackson County for the sum of $378,057.25, and on the same day awarded contract No. 3806 to you subject to clearance of right of way matters and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc - W. H. Franzen
S. H. Probert
H. G. Smith
Goldie Lewis

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FOR FILING

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		LETTER TELEGRAM	
VICTORY LETTER		SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
October 1, 1952
4:15 p.m.

Acme Construction Company
P. O. Box 306
Eugene, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for County Farm-Ashland Section of Pacific Highway north from Ashland in Jackson County for which you submitted low bid on August 19. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc - Confirmation
C. W. Head
Accountin (5001-900)
Files

RECEIVED
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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

F-157(9)

October 1, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquiried for Oregon Project F-157(9), County Farm-Ashland Section of the Pacific Highway, we hereby concur as of this date in award of contract No. 3806, to Acme Construction Company of Eugene, Oregon, low bidder in the amount of $378,055.25 at the August 19, 1952 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

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OCT 7 - 1952
FOR FILING

October 1, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the County Farm-Ashland Section of the Pacific Highway in Jackson County, Project F-157 (9), to the Acme Construction Co. of Eugene, Oregon, on the basis of the bid of $378,055.25 submitted by it on August 19, 1952.

All rights of entry required for this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:tp

BFI-323(2) 92nd Ave.-Fairview Sec., 1952
T.H. Banfield Exp.
#3807

RECEIVED
FEB 20 1956
FOR FILING

FI 323(2)

3807

February 17, 1956

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending under separate cover three copies of a final voucher for the 92nd Avenue-Fairview Section, Project No. BFI-323(2), in the amount of $432,000.00.

In accordance with G. A. M. 339, this voucher is a first submission final for your audit of our records and not for the purpose of requesting payment.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

JRB:bb

RECEIVED
NOV 8 1955
FOR FILING

Mr. Baldock

November 2, 1955

92n[illegible]ue [illegible]w
Contract No. 3807

T. H. Banfield Expressway
Prefix: 26-1015-201(41)

FINAL COST ANALYSIS
Grading
Gibbons & Reed, Contractor
James Don, Resident Engineer

Item	Quantity	Unit	Unit Cost	Total Cost	Unit Bid	Gross Revenue
Clearing & Grubbing 3807	100%	All	$	$ 20,541.10	$ All	$ 30,000.00
~~Struct. Exc.~~	2,007.14	C.Y.	1.88	3,766.29	2.25	4,516.07
Trench Exc.	1,132.71	C.Y.	0.47	528.67	2.00	2,265.42
Gen. Exc.	958,207.9	C.Y.	0.337	322,577.22	.28	268,298.21
Short Overhaul	3,745,927	Yd.Sta.	0.018	66,495.17	.015	56,188.91
Long Overhaul	219,352.22	C-Yd.Sta.	0.389	85,404.86	.32	70,192.72
Finish R/B & Slopes	6.96	Miles	1,042.92	7,258.72	500.00	3,480.00
Round Cutbanks	19,312	L.F.	0.10	1,935.68	.10	1,931.20
12" Concrete Pipe	309	L.F.	1.51	467.78	2.25	695.25
18" Concrete Pipe	1,218.5	L.F.	2.84	3,466.12	3.35	4,081.98
24" Concrete Pipe	827.2	L.F.	3.36	2,776.94	4.20	3,474.24
36" Concrete Pipe	134.6	L.F.	7.54	1,015.75	7.00	942.20
8" Sewer Pipe	72	L.F.	1.37	98.44	1.70	122.40
15" Sewer Pipe	228	L.F.	2.48	566.10	2.60	592.80
18" Sewer Pipe	796.4	L.F.	3.05	2,433.31	3.00	2,389.20
24" Sewer Pipe	94.8	L.F.	4.36	413.52	4.00	379.20
Extra for Install. Conn. to Pipe Culvert	7	Each	5.00	35.00	6.00	42.00
Concrete Manholes	4	Each	210.00	840.00	400.00	1,600.00
Concrete Catch Basins	6	Each	120.00	720.00	175.00	1,050.00
Concrete Curbs	14.48	C.Y.	57.39	831.02	50.00	724.00
Concrete Sight Posts	6	Each	11.66	71.00	12.00	72.00
Metal Guard Rails	2,917.7	L.F.	2.30	6,714.18	3.50	10,211.95
3/4"-0 Mat'l in Lev. & Shoulders	2,662	C.Y.	2.91	7,737.20	3.20	8,518.40
Sprinkling	592	M-Gal.	3.36	1,987.60	1.55	888.00
3/4"-0 Mat'l in Binder	156	C.Y.	6.38	995.10	5.00	780.00
RC-3 Asph. in Binder	24.05	Ton	36.59	880.00	45.00	1,082.25
Class "B" Asph. Conc.	3,328.1	Ton	5.95	19,800.00	6.50	21,632.65
PA #1 2½"-0 Base Rock in place	130	C.Y.	2.00	260.00	2.00	260.00
PA #2 24" C.G.I. Culvert pipe (drains)	54	L.F.	3,225	174.15	3.225	174.15
PA #3 8" Perf. Conc. drainpipe	645	L.F.	1.08	696.66	1.70	1,096.50
PA #3 Structural Exc.	126.21	C.Y.	3.00	378.63	2.25	283.97
PA #3 3/8"-0 Backfill Mat'l	126	C.Y.	3.50	441.00	4.50	567.00
PA #4 Gravel Topping in place	6,318	C.Y.	0.75	4,618.50	.80	5,054.40
PA #5 Clear & Grub	100%	All	All	600.00	600.00	600.00
PA #6 8" Perf. Drain Pipe	3,267	L.F.	1.08	3,528.36	1.70	5,553.90
PA #6 Struct. Exc.	617.64	C.Y.	3.00	1,852.92	3.50	2,161.74
PA #6 3/8"-0 Backfill Mat'l	424	C.Y.	3.50	1,484.00	4.50	1,908.00
PA #7 24" Corr. Metal Pipe	14.5	L.F.	6.00	78.00	6.00	87.00
PA #7 27° 22" Elbow 24" CM	1	Each	60.00	60.00	60.00	60.00
PA #7 Structural Excav.	7.19	C. Y.	2.25	16.18	2.25	16.18
PA #8 Purchase Extra Metal G.R.	62.5	L.F.	1.33	83.15	1.33	83.13
Force Account				6,873.17		7,810.27
				$ 581,501.49		$ 521,265.70

NOTED
State Highway Engineer

DETAIL OF COST

Contract No. 3807

Labor and Supervision					$ 144,154.59	
Labor Ins.					9,802.51	
Health and Welfare					858.11	
						$ 154,815.71
12" Conc. Pipe	309	L.F.	at	$ 0.94	290.46	
18" Conc. Pipe	1,218.5	"	"	1.91	2,327.34	
24" Conc. Pipe	827.2	"	"	2.65	2,192.08	
36" Conc. Pipe	134.6	"	"	4.76	640.70	
8" Sewer Pipe	72	"	"	0.42	30.24	
15" Sewer Pipe	228	"	"	1.20	273.60	
18" Sewer Pipe	796.4	"	"	1.30	1,035.32	
24" Sewer Pipe	94.8	"	"	2.40	227.52	
8" Perforated Conc. Drain Pipe	3,912	"	"	0.58	2,268.96	
						13,201.76
Equipment Rentals - Supplies & Misc.						
Equipment Rental					277,216.23	
Gas, Oil and Grease					33,453.12	
Move in					2,737.19	
Rail Road Bond					382.37	
Bond					432.37	
P.L. & P.D.					50.00	
Home Overhead (Salt Lake)					6,686.65	
Misc. Supplies & Small Tools					14,528.60	
Field Office (Portland)					8,969.72	
						344,456.25
Sub-Contractor						
Cody Logging Co.	Clearing				19,784.47	
Frank Kanehl					6,048.00	
Steelman-Duff					6,589.14	
Perkins Bros.					831.02	
Warren Northwest					29,672.30	
Roland & Williams					1,484.34	
Portland Sand & Gravel					4,618.50	
						69,027.77

Total Cost	$ 581,501.49
Gross Revenue	521,265.70
Net Loss	$ 60,235.79

Net Loss Equals 10.2% of Gross Revenue

DETAIL OF COST

Contract No. 3807

Labor and Supervision				$ 144,154.59	
Labor Ins.				9,802.51	
Health and Welfare				858.11	
					$ 154,815.71
12" Conc. Pipe	309	L.F. at	$ 0.94	290.46	
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					344,456.25
Sub-Contractor					
Cody Logging Co.	Clearing			19,784.47	
Frank Kanehl				6,048.00	
Steelman-Duff				6,589.14	
Perkins Bros.				831.02	
Warren Northwest				29,672.30	
Roland & Williams				1,484.34	
Portland Sand & Gravel				4,618.50	
					69,027.77
Total Cost					$ 581,501.49
Gross Revenue					521,265.70
Net Loss					$ 60,235.79

Net Loss Equals 10.2% of Gross Revenue

Contract No. 3807

Remarks:

This was a "Federal Aid Project" calling for construction of 7.19 miles of main highway roadbed and 2.17 miles of connecting legs, service and farmroads, involving 841,000 cu. yds. of excavation, 2,300 cu. yds. of crushed materials and 3,500 tons of asphaltic concrete.

The west end of the project is at Station 285+00, which station is about 0.4 mile east of N. E. 82nd Avenue in the City of Portland. The east end of the project is at Station 670+37.6 which is approximately 0.2 mile west of Fairview Avenue.

Cody Logging Company was the sub-contractor on clearing, started to work September 17, 1952.

Frank Kanehl sub-contracted the structural excavation and work progressed very satisfactorily.

Steelman & Duff was the sub-contractor on trench excavation and Price Agreements 2, 3, 6 and 7.

General excavation, long and short haul shows a loss due to unforseen conditions beyond contractor's control. Grading started October 25, 1952.

Finishing of roadbed and slopes was difficult due to oversize materials in sub-base and borrow.

Items 9, 10, 11 and 12 were all done by the principal contractor.

Items 13, 14, 15, 16, 17, 18 and 19 were done by Frank Kanehl as sub-contractor.

Concrete curbs were sub-contracted to Perkins Bros.

Sight posts and guard rails were sub-contracted to Roland and Williams.

Warren Northwest was the sub-contractor on 3/4"-0 materials, RC-3 in binder, Class "B" asphaltic concrete and Price Agreement #1. The Portland Sand and Gravel Company placed 2½"-0 Base Rock on Price Agreement #4.

Inclement weather and delays in grading operations caused by unforseen conditions resulted in a loss to the contractor.

Oscar Cutler
Chief Cost Analyst

By - Harry Sturgis

dt

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SEP 1 1955
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
September 16, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3807	23-Final	Gibbons and Reed Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
18823	L-132206	$ 15,034.44	9/16/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: April 30, 1954

Time Extensions: to Jan. 21, 1955 without penalty

Completion Date: Jan. 21, 1955

Date Accepted: Aug. 11, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-19-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

By Floyd Query
Ass't. Secretary

Warrant Mailed: SEP 19 1955
Ruth Rawlings

RECEIVED
SEP 9 1955
FOR FILING

BFI 21-(3)
[illegible]

September 9, 1955

CERTIFIED MAIL

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 3807 for work performed on the 92nd Ave.-Fairview Section of the T.H. Banfield Expressway in Multnomah County was completed by the contractor, Gibbons & Reed Company, on January 21, 1955 and was formally accepted by the Highway Commission on August 11, 1955.

Final payment in the amount of $15,054.44 will be released to the contractor on or after September 19, 1955. The total contract amount is $521,265.70, of which amount $7,810.27 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

gl

cc: Tate,Westenfelder & Berg,Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
gf

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AUG 9 - 1955
FOR FILING

BF1 323 R1
3207

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 4, 1955

SUBJECT:

To:

MEMORANDUM TO THE FILES:

A conference was held in this office today between officials of Gibbons & Reed Company and Highway Department engineers relative to claims of Gibbons & Reed Company on two separate contracts, one being the 42nd Avenue to 92nd Avenue Section and the other the 92nd Avenue to Fairview Section, both on the Banfield Expressway. Representing Gibbons & Reed Company were A. V. Toolson, District Manager, and Superintendent Bowman. Representing the State Highway Department were W. C. Williams, G. S. Paxson, Forrest Cooper, A. G. Skelton, and Resident Engineer M. J. Merrin.

In the matter of the 42nd to 92nd Avenue project their claim was relative to a very material underrun in both long and short overhaul, which drastically affected the distribution of quantities and resulted in a different plan of operation than had been contemplated originally. The entire project underran more than $100,000, of which approximately $30,000 was an underrun on haul quantities. After considerable discussion it was agreed that the entire claim for change in plans, underrun of various quantities, and necessary changes in operations would be allowed in the amount of $15,500 as total settlement. The necessary Price Agreement is being prepared.

On the 92nd Avenue-Fairview Section, Gibbons & Reed had presented a claim in the amount of $65,235.23, alleging such amount to be the cost of delays by reason of noncompletion of various structures under contract to other contractors throughout the length of the project. My opinion, as expressed to the Gibbons & Reed representatives, was that this claim was without basis of foundation and that it should be rejected in its entirety. This was concurred in by Paxson, Cooper, Skelton, and Merrin, with the result that Gibbons & Reed representatives were advised that this claim was rejected in its entirety and that we could see no basis for compromise, in that if any portion of the claim were allowed the entire amount would be open to further discussion. The conference ended with our flat rejection for the consideration of any portion of the $65,235.23 claim.

W. C. Williams

NOTED
C. S. PAXSON

WCW:me
cc Mr. R. H. Baldock
Mr. G. S. Paxson
Mr. Forrest Cooper
Mr. A. G. Skelton

FORM 8-38 …

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29, 1955

SUBJECT: Gibbons & Reed claim
Contract No. 3807

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

You recently requested the advice of this office with respect to the claim of Gibbons & Reed under the above contract. I am attaching hereto a copy of a letter from Mr. James B. Daniels, Assistant Attorney, concerning the problem. You will note that Mr. Daniels concludes that Gibbons & Reed Company has no valid basis for a claim against the State with the possible exception of damages resulting from the failure of the State to call for bids for the construction of the Halsey Street Overcrossing. Whether there is any basis for claim for damages occurring as a result of this incident will depend largely upon the factual question of whether or not failure to call for bids at an early date actually delayed Gibbons & Reed Company.

I am returning herewith your file concerning the matter, together with the Office Copy of Contract No. 3807 and the General Files concerning that contract.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By Robert L. May
ROBERT L. MAY, JR.
Assistant Counsel

RLM/mlk

RECEIVED
JUL 29 1955
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

July 29, 1955

SUBJECT:

To: Mr. Robert L. May, Jr.
Assistant Counsel
Office

Dear Mr. May:

I have in compliance with your request of July 27th made a study of the Gibbons & Reed claim for damages due to States alledgedly causing delay in completion of project and subject to premises hereinafter indicated recommend that this claim for damages be rejected although recognizing that State is responsible for damages arising out of any delay occasioned contractor due to non use of Halsey Street overcrossing.

An analysis of the fact situation as represented indicates that this claim for damages is based upon the contractor's contention that they were forced to shut down for four months from November 1953 to February of 1954 due to noncompletion of 102nd Street reconstruction, Halsey Street reconstruction, 122nd Avenue-Arata Road structures, Cereghino overcrossing and 92nd Street Interchange.

There is no indication in the fact situation that indicates that contractor was delayed or claims to have been delayed by noncompletion of any of the above indicated structures other than Halsey Street overcrossing, the 148th Street overcrossing, Cereghino overcrossing and the noncompletion of Birdsdale Road. For reasons to be hereinafter set forth a discussion of liability in length need not be had for delay arising out of the noncompletion of any of the projects above indicated other than the Halsey Street overcrossing. (See pages 26-27 special provisions).

The structures other than the one indicated were in a state of noncompletion due to no fault of State. The contractors for those structures were not under the control of State. Other than the assessment of penalty for engineering overrun State had no recourse, under the fact situation. This assessment of penalty was duly made in those instances meriting said action. In instance of all structures excepting the one indicated, i.e., the Halsey Street Overcrossing, the contract was duly let and work could have progressed under normal conditions so as not to cause any impediment to work of claimant. State is not a guarantor of the work progress of contractors building roads or structures for State. This factor is recognised by the general contract provision indicating responsibility for delays to be upon the contractor causing such delay. See Sec. 5-12 General Provisions, Page 10, Gibbons & Reed Contract. State would not be responsible for nonperformance of others without assuming said responsibility. 13 C.J. Contracts Sec. 712, Pg. 639, et seq. No duty on part of insisting upon or supplying a definite use date existed under the present contract as applicable to the structure contracts. Hence State is not responsible for delivering use of structures at any fixed period. One is not responsible for the independent acts of another. 13 C.J. Sec. 63, et seq. Pg. 271.

The delay, if any, occasioned solely by the noncompletion of the Halsey Street reconstruction posits another question. The Highway Department indicated a use date of November 30, 1953, upon the Halsey Overcrossing project, whereas in fact the contract for this project was not awarded until December 14, 1953. The original time of completion of the Gibbons & Reed Contract was April 30, 1954.

The contract was entitled to depend upon the use date indicated in the specifications given herein at the time of entering into contract insofar as it was within the State's power to bring this use status into being. The contractor would have no occasion to enter into any agreement or state of affairs involving Multnomah County's moving for a widening of the deck of the overcrossing in question, however well taken the motif might have been for so widening the structure. Responsibility, or knowledge of the delay occasioned would not be imputable to contractor.

Delay caused by the adverse party is a breach of contract by the adverse party rendering him liable in damages. A party who being prevented by the fault of the adverse party from completing the contract in the time stipulated has an action for damages occasioned by the delay. 12 Am. Jur. Sec. 351, Pg 950-960; 12 Am. Jur. Sec. 721, Pg. 647, et seq.

Under contract to furnish stone for a building, including the sawing and dressing required, a contractor was allowed to recover damages for enforced suspensions of, and delays in, the work by the other party arising out of doubts of the desirability of completing the building with stone, and of the site this delay was occasioned by an examination of the foundation of the stone by several commissions. Guerini Stone Co. v. P.J. Corlin Construction Co. 240 U.S. 264, 60 Lawyers Ed. 636.

Where a contractor with the Government completed the job under the contract, reserving the right to claim damages due to long delays occasioned by the Government's failure to perform its part and actions for damages occasioned solely by the delay of the Government was valid. U.S. v. Wyckoff Pipe & Creosoting Co. 271 U.S. 263, 70 LE 938.

One who contracts for the performance of labor upon his property to be completed upon a day certain, and obligates himself to furnish the necessary materials and/or prepares the property for the performance of the work is liable to the contractor for the value of any services he performs and for any loss sustained by him if he is delayed beyond the time specified in the performance of the work by the default of the owner. Ind. Northern Traction Co. v. Brennan 174 Ind. 1-87 N.E. 215-30 LRA NS 85.

In this particular instance the fact that contractor was delayed by the failure of State to award the contract for the Halsey Street Overcrossing until December 14, 1953 is far from certain; without exploring the ramifications of whether this was the sole cause of contractor's delay. The contention of the contractor that his machinery was idle during the four months period solely because of not being able to have access and use of this structure is refuted by the fact that it was winter season and that the material was too wet to allow working.

The engineer's weekly report indicates an orderly preparation for the winter close down.

It is also the considered opinion of the engineering department that Gibbons & Reed had access way to all sections of the roadway excepting the main line roadway immediately under the structure during the entire year of 1953; and that save for this short segment, that no delay could have been occasioned.

Based upon the fact that it appears that the winter season would have occasioned a shut down in any event and that Gibbons & Reed were, should we say, somewhat derelict in their duty of vigorously prosecuting work to the best of their ability under the conditions existing, I would advise that their claim for damages in the sum of $65,235.22 be denied. While there is danger in the State's failure to award the Halsey Street contract in a timely manner, it is doubtful from the fact situation that any portion of the alleged damage can be traced to State's failure to act in awarding the Halsey Street contract.

Yours very truly,

James B Daniels

JAMES B. DANIELS
Assistant Attorney

JBD:br

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JUL 28 1955
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BF1- [illegible]

Salem, Oregon
July 26, 1955

Gibbons & Reed claim
Contract No. 3807

Mr. W. C. Williams

Attached hereto is the claim of Gibbons & Reed in the amount of $65,235.23 covering alleged costs of delay by reason of noncompletion of structural projects within the limits of the grading project from 92nd Avenue to Fairview on the Banfield Expressway. Also attached are reports from Mr. Cooper, Mr. A. G. Skelton, Mr. Don and Mr. J. T. Skelton.

Gibbons & Reed allege that they were forced to shut down during the four months from November 1953 to February 1954 solely because of the noncompletion of the structures. There are five structural contracts involved: 102nd Avenue Reconstruction, Halsey Street Reconstruction, 122nd Avenue-Arata Road Structures (122nd Avenue, 148th Avenue, 162nd Avenut, Rockwood Road and Birdsdale Road), Cereghino Overcrossing, and 92nd Avenue Interchange.

Gibbons & Reed make quite a point of the fact that, although their contract gives an expected date of November 30, 1953 for the Halsey Street Reconstruction to be usable, the work was not started until five months after that date. Actually the contract for the Halsey Street project was awarded December 14, 1953 and work started January 4, 1954. The starting of this project was delayed for two reasons: Halsey Street could not be closed to traffic until 102nd Avenue was opened. Traffic was routed over 102nd Avenue on December 31, 1953. The Halsey Street structure was redesigned and widened to a three-lane structure at the request of Multnomah County. Gibbons & Reed had the use of a roadway under the old east approach during the entire year of 1953. Their only delay was in the widening of the main-line roadway immediately under the structure. The old east approach was completely removed by March 8, 1954 and Gibbons & Reed could have made the excavation at any time after that date. They did not start this excavation until May 18, 1954, over two months after the site was available. This delay seriously inconvenienced Young & Smith, the structural contractor.

The Gibbons & Reed contract did not include the backfilling of any of the structures in the 92nd Avenue-Fairview structural contract. They had a passage way around or over these structures at all times. There is no apparent reason why noncompletion of the structures should have delayed their work.

NOTED
G. S. PAXSON

The work on the Cereghino Overcrossing project, under contract to Carl M. Halvorson, Inc., was not far enough along to allow the completion of the backfill by Gibbons & Reed on the expected date of November 30, 1953. The State did make every effort to expedite this work. Halvorson did shut the job down on December 14, 1953 and did not resume work until February 15, 1954. The weather during this time was unfavorable with rain, sleet and ice which Halvorson claimed created too dangerous a condition to allow men to work on the high falsework. Falsework was removed and the site was available for backfilling on April 30, 1954. It became evident in the fall of 1953 that the overcrossing would not be ready for backfilling by November 30, 1953. In order to accommodate Gibbons & Reed as much as possible, the State executed a price agreement with Halvorson under which he moved all of his construction materials and equipment from the east end of the structure so that the embankment could be made up to the footings of the end bents. This cost the State $791.23. The haul-road trestle was in place and Gibbons & Reed had access to all their work except approximately 65 linear feet of embankment at the east end of the structure.

The fifth structural project in this section is the 92nd Avenue Interchange. Contract for this structure was awarded to United Builders, Inc., on January 22, 1953. The contractor was ready to start work on March 3, 1953, but could not do so because Gibbons & Reed had not done the grading at the site although their contract listed that grading as one of the items to be done at an early date to facilitate the structural work. The structural contractor was held up on his job until August 4, 1953.

The records show that, except for the short section of fill at the east end of the Cereghino Overcrossing and the cut through the east approach of the Halsey Street job, no delay was caused to Gibbons & Reed.

The specifications for the Gibbons & Reed contract specifically list November 30, 1953 as the "expected date" when the bridges will be usable. We also wrote the following into the contract: "Noncompletion of the other work within the expected time will not, however, relieve the contractor of his obligation to complete specified under the contract. Neither will such noncompletion entitle him to extra compensation of any kind." This would seem to be ample warning that no guarantee of any kind was given of the completion of the structures by that date. The delays that occurred were not foreseeable by the State when the Gibbons & Reed contract was drawn. We could not anticipate that the County would ask the complete redesign of the Halsey Street job to provide three lanes of traffic, nor could we anticipate the unsatisfactory progress made by Halvorson at Cereghino. We did not approve the shuting down of work and did everything we could to get him to continue work. Under the contract our only course was to assess engineering costs for the overrun in time against him, which we did.

Even had these jobs been "usable" by November 30, 1953. Gibbons & Reed could not have finished their work by April 30, 1954. The statement in their claim that they worked their equipment through the previous winter of 1952-53 is erroneous. In Mr. Don's report he states that, "No grading was done from the 23rd day of December 1952 until the first week of April 1953." The winter of 1953-54 was a more unfavorable winter than the previous one.

It is unfortunate that the construction schedules on the structures were not met, but even had they been met Gibbons & Reed would have been shut down for a considerable period during the winter because the material was too wet to move. The contract did not guarantee the structural completion dates and specifically warned the contractor that he would not receive extra compensation in case they were not ready. The State did all that it could reasonably do to push the structures along, and the delays could not have been anticipated by the State when Gibbons & Reed were awarded the contract. I can find no legal obligation to allow any part of this claim, nor do the facts indicate that the job could have been completed during the winter of 1953-54 had the structures been ready. I recommend that the claim be denied.

Very truly yours,

G. S. Paxson

GSP:gm
Attach.
cc Mr. Forrest Cooper

FORM E-30 25M 9-51 82316

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1955

SUBJECT: Gibbons & Reed Company Claim
Data pertaining to Halsey Street
Undercrossing Reconstruction,
Contract No. 4066, Young & Smith,
Contractors

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
Office

Dear Sir:

Contract No. 4066 was awarded December 14, 1953. Delay in placing this job under contract was to permit completion of 102nd Avenue Overcrossing reconstruction to the point that closure of Halsey Street would not impose too heavy a burden on traffic flow.

Young & Smith started moving equipment to job site and building field office on January 4, 1954. Actual contract work was started January 26, 1954. On March 8, 1954, the east end of the old Halsey Street Bridge had been completely removed. From this date on, Gibbons and Reed Company could have been excavating for the roadbed section at its Halsey Street intersection. Young & Smith were held back on progressing their work on Unit 2 which related to this area.

Field diaries are not at hand. As a result I called L. R. Allen's office. Don Gallaher reports that the diary reports on Tuesday, May 18, Gibbons & Reed started with a double shift to remove the cut roadbed section through Halsey Street, i.e., two months and ten days after this section was made fully available to them by Young & Smith. Excavation was started by Young & Smith on Pier 4 on June 8, 1954. Footings were poured on Bents 24, 25 and Pier 4 on June 11, 1954. Undoubtedly this delay by Gibbons & Reed caused hardship and financial loss to Young & Smith.

While Gibbons & Reed may not have had access to use of structures at the dates shown on Page 27 of their special provisions, bridge construction did not deny them access through on the highway right of way if not over the structures. Fills could not be completed as soon as they may have expected at Cereghino. They were not a party to the backfilling of the eleven structures built by Parker-Johnson. Delay on 92nd Avenue could only be charged to themselves.

Very truly yours,

J. T. Skelton

J. T. Skelton
Bridge Construction Engineer

JTS/dp

NOTED
G. S. PAXSON

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1955

SUBJECT: Claim of Gibbons and Reed
Cereghino Overcrossing of
U. P. Railroad, Contract 3878

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
Office

Dear Sir:

In regard to your request for dates on the Cereghino Overcrossing, Contract No. 3878, Carl M. Halvorson, Inc., contractor, I have the following to report.

Contract No. 3878 was awarded February 26, 1953. The contract had a stipulated date of completion of April 30, 1954.

Work under this contract was not started until June 3, 1953, or slightly over three months after the award. Weather and difficult access conditions were probably the contractor's reason for such a late start. For a 28-week period of active construction through December 14, 1953, an average crew of 24 men were employed. During this period all retaining walls were poured. The north or westbound structure was poured to the top of the roadway curbs, footings were poured, columns were poured above the ground surface, stripped and backfilled on the south or eastbound structure. The falsework wedges were slacked under the beam bottoms of the north structure. Then, presumably due to inclement weather, no further construction activities were carried out until February 15, 1954.

During the period of inactivity, all key personnel were moved to Bandon on the Bullards Ferry Bridge where construction activities were carried on under weather conditions that could not have been more favorable than at Cereghino.

To expedite Gibbons and Reed's work, Price Agreement No. 3 was entered into between the State and Carl M. Halvorson on September 21, 1953, to move stockpiled material from the bridge site to make room for additional embankment material between the east end of the haul road bridge and the east end of the Cereghino Overcrossing. This was at an expense of $791.23 to the State to expedite the grading contractor's work. With this order it was possible for the grading contractor to make a large part of his fill and to stockpile a large part of the remaining dirt needed.

The last of the deck slab was poured on the south structure on April 23, 1954.

On April 28, 1954, all of the curb on the south structure was poured and half of the handrail on the north structure. On April 30th, the falsework and beam forms had been removed from the three east spans, and this end of the bridge was ready for the grading contractor to place his roadbed embankment. On June 1, all concrete was in place. By July 14, 1954, all work was completed except for removal of the haul road bridge.

July 26 through August 20 was utilized in removing the haul road bridge and cleaning up the site.

Very truly yours,

J. T. Skelton
Bridge Construction Engineer

JTS/dp

FORM E-30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1955

SUBJECT: Claim of Gibbons & Reed
Parker & Johnson Contract 3879

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
Office

Dear Sir:

In regard to your request for dates on 122nd-Arata Road Structures, Contract No. 3879, Parker-Johnson, contractor, I have the following to report:

Contract No. 3879 was awarded February 26, 1953. The contract had a stipulated date of completion of July 31, 1954.

162nd Avenue

Highway crossing over 162nd Avenue. Work on Contract 3879 was started on this site on March 2, 1953.

The deck pour of the north highway structure was on April 15, 1953. The deck pour on the south structure was on May 6, 1953. The last concrete pour on either of the two structures was June 11, 1953. Backfilling by the bridge contractor at the bridge ends was completed on July 24, 1953, with full access to use of the structures.

Access was available around these structures at all times by roadways on top of the old cut slopes to the Wilkes Road Connection on 162nd then via Wilkes Road on the new grade.

Birdsdale or 201st Avenue

General roadbed excavation was started on April 2, 1953. The north highway structure deck was poured on July 23, 1953. The north highway structure pours were completed on August 20, 1953. The structure weekly report record does not indicate the date the roadbed embankment backfilling was completed. This information would probably be in the weekly reports rendered by the grading resident engineer, but in all probability the structure was available for use by mid September with a partial fill. The last of the concrete was poured in the handrails of the south structure on January 5, 1954. A road paralleling the shoofly track was used by the grading contractor until sufficient roadbed was in place on the north highway structure to permit the use of that structure.

Rockwood Road - 181st Avenue

The grading contractor detoured to the south around these structures at the prevailing grade of the new highway during their period of construction. The added length of haul probably did not exceed 200 feet and this added length of haul would constitute his only lost time.

During July 1953 the grading installation of the shoofly track was made. The completion of this work was on August 4, 1953. On August 11, 1953, the pours were made for the highway structure footings. On this one crossing, enough width was available to permit construction of both the railroad and highway structure without the lost time occasioned for construction of the second highway structure by waiting for reinstallation of railroad traffic over the railroad structures as was necessary at 148th Avenue and 201st Avenue.

The last pour on the decks of both the south and north highway decks were made on September 29, 1953. The deck for the railroad structure was poured on October 1, 1953. The final concrete pour was made for the structures on Rockwood Road (181st Avenue) on November 30, 1953. Train traffic was routed over Rockwood Road railroad structure on December 28, 1953. The weekly reports indicate backfilling of highway structures on February 9th. Examination of the grading department weekly reports would have to be made to determine if any backfilling occurred following this date.

148th Avenue

Structural weekly reports do not give a resume' of the grading work on general excavation. These will have to be obtained from the grading records.

Following construction of the railroad shoofly, the width of roadway on the highway section was somewhat limited in width to the grading contractor. It is not in my recollection that he was ever unable to go through or around the structural work.

On August 31, 1953, it was indicated that the rough excavation was completed for the south highway structure wing walls.

On October 16, 1953, the concrete footings for the 21'6" wing wall footings and the abutment footings for the south highway structure were poured.

From the weekly report record, 148th Avenue, the shoofly was placed in use about January 1st. First evidence of excavation for railroad structure, however, was on February 4, 1954.

On November 12, 1953, the deck was poured in the south highway structure.

The last of the concrete was poured on the south highway structure on February 9, 1954. The first concrete for the railroad structure was poured for the abutment footings on February 15, 1954. The deck of the railroad structure was poured on March 3, 1954. The last of the concrete was poured on the railroad underpass on March 25, 1954.

On April 23, 1954, the Union Pacific was replacing track over the railroad structure. On April 28, 1954, the contractor was excavating for the north highway structure with the south highway structure and the railroad structure apparently in use. On May 20, 1954, the deck was poured on the north highway structure. On June 4, 1954, the last of the concrete was poured at 148th Avenue. The placing of membrane waterproofing to receive backfill was completed on the north highway structure on June 11, 1954. On June 24th and 25th, 1954, the north highway structure was backfilled.

The work under Contract 3879 was reported completed on October 19, 1954.

Very truly yours,

J. T. Skelton
Bridge Construction Engineer

JTS/dp

FORM E-30 25M 8-51 52318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1955

SUBJECT: Claim of Gibbons & Reed
Parker & Johnson Contract No. 3879
Data from Grading Weekly Reports

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
Office

Dear Sir:

Data from grading resident engineer's weekly reports for weeks ending:

4-3-53 Closed Birdsdale Road to traffic and started grading for railroad shoofly (201st Avenue).

6-27-53 Grading of Rockwood Road indicated (181st Avenue).

7-25-53 Closed 148th Avenue to through traffic 7-23-53. Started grading south of railroad tracks. Grading also carried on north of railroad tracks.

8-22-53 Grading contractor completed excavation for railroad and moved to 148th Avenue. Completed available general excavation in 148th Avenue south of shoofly.

9-5-53 Excavated for footings in south highway structure.

10-10-53 Cleaned up at ends of structure so railroad could start placing their tracks over Birdsdale (201st Avenue) railroad structure.

10-24-53 Excavating for south roadbed structure at Birdsdale. Also placing gravel materials for backfill in north highway structure.

11-14-53 Railroad completed shoofly at 148th and moved the track. Contractor excavating for south structure at Birdsdale.

12-12-53 Backfilling railroad structure at Rockwood Road (181st Avenue).

1-16-54 Excavating for 148th Avenue railroad structure.

2-13-54 Excavating for 148th Avenue railroad structure and backfilling the highway structures (south) at 201st Avenue.

2-27-54 Backfilling the Rockwood Road structures (181st Avenue).

3-27-54	Finished roadbed excavation at 201st Tuesday, March 23. Excavating at Rockwood Road all week.
4-3-54	Started Thursday backfilling railroad structure at 148th Avenue.
5-1-54	U.P.R.R. started using main line at 148th Avenue. Monday p.m. eliminating shoofly. Started excavating for roadbed section and backfilling highway structure at 148th Avenue.
5-15-54	Perkins Bros., placing curbs at 148th Avenue. Steelman & Duff grading at Birdsdale Tuesday through Friday.
5-22-54	Perkins Bros., pouring curbs on Birdsdale Avenue. Steelman & Duff grading on south end of Rockwood Road.
6-5-54	Perkins Bros. on curbs at Rockwood Road. Steelman & Duff excavating on subgrade at Birdsdale Road.
6-12-54	Warren Northwest hauling base rock to Birdsdale.
6-26-54	Steelman & Duff completed backfilling structures and dressing slopes Friday at 148th Avenue.
8-21-54	Warren Northwest paved 148th base and top, Saturday.
8-28-54	Warren Northwest finished paving Birdsdale Avenue Tuesday.
9-25-54	Warren Northwest placed 3/4"-0 leveling course and primed Rockwood Road.
10-9-54	Warren Northwest placed shoulder material on 148th, 181st and 201st Avenue.
10-23-54	Two men Monday and half day Tuesday. Finished at noon Tuesday, Oct. 19. Project completed and accepted Tuesday, October 19, 1954.

Very truly yours,

J. T. Skelton
Bridge Construction Engineer

JTS/dp

FORM E-20 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1955

SUBJECT: Gibbons & Reed's Claim
Data on 92nd Avenue Traffic
Interchange
United Builders, Inc., Contractors

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
Office

Dear Sir:

The 92nd Avenue Interchange was indicated on Gibbons & Reed's contract to be completed November 30, 1953. United Builders, Inc., were awarded their Contract 3851 on January 22, 1953 for this interchange. Steel piling were delivered and they were ready to start work on March 3, 1953. Contract No. 2851 restricted work at Bents No. 2 and 3 for both excavation and driving of piling and excavation for the two retaining walls adjacent to these bents until the grading of the lower roadway was completed by the grading contractor, Gibbons & Reed Co. Due to the difficulty of backfilling around the steel piling at the bridge ends by the grading contractor and plus the fact that Mr. Ladd, Superintendent for Gibbons and Reed, expected to have fills for this structure placed within 14 to 21 days from March 5, 1953 on, work on contract 3851 was held in abeyance. In this regard, I am quoting from my letter to yourself under date of March 10, 1953. A copy of this letter is attached.

On June 16, 1953, "United" moved onto the bridge site, set up a construction shack, beveled pile heads, etc. At this time, however, fills had not been made, and it was necessary for them to discontinue further operations.

On July 29, 1953, United Builders were notified by a letter from myself that construction could be resumed on August 4, 1953. Bridge construction was resumed August 4, 1953.

Mr. A. V. Toolson in his letter to Mr. A. G. Skelton of July 12, 1955, states: " . . . you certainly retain for each of your engineers the power to cause a contractor to prosecute the work as he considers necessary. And your department alone has the power to schedule the various contracts from the invitation for bids to the completion date. . . ". United Builders were able to resume construction on August 4, 1953. Their contract called for all work to be completed by August 31, 1953. How does Mr. Toolson reconcile their delay on the above project? I will admit that with more favorable weather the work could have been made available for United Builders, Inc., in March 1953.

Very truly yours,

J. T. Skelt

J. T. Skelton
Bridge Construction Engineer

JTS/dp
Attached

FORM 630—60M—10-54—79468

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 12th, 1955

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Deputy State Highway Engineer

Gibbons and Reed have made a claim against the Highway Commission on Contract #3807, 92nd Avenue-Fairview, Banfield Expressway, in an amount of $65,235.23 based on alleged delays by other contractors who are constructing structures on the same section. I am attaching copies of correspondence from A. V. Toolson, District Manager, Gibbons and Reed, which delineates the claim, and letters of James Don, Resident Engineer, and A. G. Skelton, Division Engineer, which I believe pretty well cover the situation.

The claim finally boils down to a charge for equipment rentals during their shutdown period, most of which was caused by weather conditions and part of which might be attributed to the delays by other contractors working on the job. They also have some more or less unexplained labor charges listed on the last page of Mr. Toolson's letter.

It is my recommendation that we deny the claim entirely and make no effort to negotiate a settlement on a partial or any other basis as the complications of such a maneuver would open the door for countless claims of a like nature from other contractors. It is my belief that the contract adequately covers the situation even though the delays were somewhat extended. I would like to discuss this matter with you after you have familiarized yourself with it.

I might add in passing that Mr. Toolson's letter again brings up a matter which has consistently plagued us and, I believe, should receive further study. I quote from Toolson's letter: "You certainly retain for each of your engineers the power to cause a contractor to prosecute the work as he considers necessary."

Unfortunately Mr. Toolson is in error. I know of no way that the Department can speed up contractors' operations other than request them to do certain things or follow certain time schedules. Certain contractors are cooperative and cause little trouble. Others drag their feet beyond all reason and often get us into embarrassing situations such as the one discussed in this letter.

Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:AR
Enc. 3

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JUL 13 1955
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon

July 11th, 1955

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Attn: Forrest Cooper

Dear Sir:

I am forwarding herewith letter dated June 15, 1955 from A. V. Toolsen, District Manager for Gibbons and Reed. This letter sets up a claim in the amount of $65,235.23 for additional expense due to delay of the completion of their contract No. 3807 for grading the 92nd Avenue-Fairview Section of the T. H. Banfield Expressway, caused by the failure of other contractors on this section to prosecute and complete their work in a reasonable manner. I am also enclosing a report dated June 28, 1955 from James Don, resident engineer on this project. Don's report covers the general factors affecting this project, such as weather conditions, the progress of work on other contracts in the section, and a record of actual work under way by Gibbons and Reed during the period from November 1, 1953 to the end of February in 1954.

You will note from Don's report that work on the Cereghino Overcrossing was completely shut down on December 11, 1953, and that work was not resumed on this structure until February 15, 1954. The structure was completed and ready for backfilling on April 30, 1954. On the 148th Avenue structures, the grading contractor had access across 148th throughout the time these structures were under construction, and it is not believed that he suffered any material inconvenience from delay in the completion of the structure. The Halsey Street Undercrossing reconstruction was not completed until late in October 1954, however the grading contractor had access through this section several months before the final completion. He was inconvenienced by not having access to this project until late in 1954. Page 27 of the special provisions for this project gives the following expected dates by which bridges will be usable: Halsey Street Overcorssing Revision, November 30, 1953; Cereghino Overcrossing, November 30, 1953; 148th Avenue and Rockwood Road grade separations, November 30, 1953. The special provisions on page 27 also state "noncompletion of the other work within the expected time will not, however, relieve the contractor of his obligations to entirely complete all work specified to be done under the contract. Neither will such noncompletion entitle him to extra compensation of any kind."

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OFFICE OF
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Gibbons and Reed were awarded contract No. 4053 for grading and other work on the 42nd Avenue-92nd Avenue Section of the T. H. Banfield Expressway on December 11, 1953. However, clearing work on this project was started on November 12, 1953, and two dozers were in use on that date. Grading on this project actually started February 4, 1954, and the remainder of Gibbons and Reed's equipment was moved to this job on February 8th. You will note from Don's report that weather conditions from November to February were not favorable for work on the 92nd Avenue-Fairview Section, and it is very doubtful that any material amount of work could have been done if the entire highway had been open to their use. You will note also that in 1952-53 no grading was done from the 23rd day of December 1952 until the first week in April 1953. The winter before that Gibbons and Reed did work throughout the winter on the Shell Rock cut and fill on the Gorton Creek-Warren Section of the Columbia River Highway. Our experience on the section even after work was resumed in March was not too satisfactory, as it was necessary to waste material because it was too wet. We also had difficulty with construction equipment pumping wet subgrade, making it necessary to remove this wet material and replace it with selected dryer material.

Gibbons and Reed were delayed somewhat by the structural contractors in the same section. This should have been anticipated, and was covered in our special provisions for this project. The Cereghino Overcrossing was unduly delayed, the contractor moving his entire crew off the job for some two months during January and February, and also running over his completion date on this project. The Halsey Street structure also delayed the contractor's operations in the vicinity of Halsey Street. The fact that the contractor was the successful bidder on the 42nd Avenue-92nd Avenue project did help materially in keeping his equipment busy, particularly after February 1954. It would be difficult to arrive as to just what loss was suffered by not having complete access to the job, but normally the period from late November to about the first of March is so wet that grading operations are suspended by all contractors in this general area, unless the work is almost entirely in rock. In view of our special provisions on this job, and of the weather during the period of the claim, I would recommend disapproval.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl James Don
cc:

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
June 28, 1955

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. A. G. Skelton
Division Engineer
Office

Dear Sir:

The following is a report of claim placed by Gibbons & Reed Construction Company against Contract 3807 for the 92nd to Fairview Section, prefix 26-1015.

This claim is based on dead rental of equipment caused by alleged delays from other contractors, which include the Cereghino Overcrossing under contract to Carl F. Halverson, the 148th Avenue Structures under contract to Parker-Johnson Company and the Halsey Street Undercrossing Reconstruction under contract to Young and Smith Construction Company. This claim also includes the 42nd to 92nd Street project during this period because some of the equipment that is claimed as idle, was working on this project.

A report on the structures mentioned in Gibbons & Reed's claim are as follows;

The Cereghino Overcrossing was shut down December 11, 1953 and work again resumed February 15, 1954, with completion of structure ready for backfilling April 30, 1954 and with the completion of the haul bridge removal on August 6, 1954.

The RR Structure at 148th Street was started February 3, 1954 and backfilling of this bridge was completed April 6, 1954, with trains again going over this main line April 27, 1954. Excavation for the south highway structure at 148th Street was started September 9, 19[illegible] and bridge was completed February 9, 1954. Work on the north highway structure at 148th Street was started April 1, 1954 and completed June 28, 1954.

The Halsey Street Undercrossing Reconstruction was awarded to Young & Smith Construction Company, December 14, 1953 with work starting by removal of handrail on old structure, January 26, 1954 and contractor placing final paint on steel section, October 28, 1954.

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OFFICE OF
CONSTR[illegible]

Mr. A. G. Skelton
Division Engineer

Claim against Contract 3807
Page two -

On October 1, 1953, the contractor broke from a double shift to a single shift, as is stated in the claim, but did not shut down on this section with his grading equipment until November 5, 1953, then retained one blade on this section, preparing the select topping to and including November 13, 1953, at which time, they were completely off this project until March 3, 1954 and in April 1954, the materials from T. Line was wasted because of being too wet. During the period from November 12, 1953 to March 1, 1954, there was work being done on the 42nd Avenue to 92nd Avenue, Contract No. 4053, under contract with Gibbons & Reed, by some of all types of equipment mentioned in the claim.

November 12, 1953 records show that two dozers were working on the 42nd Avenue to 92nd Avenue section, on February 4, 1954, three DW 20s were moved to the above mentioned section and on February 8, 1954, the remainder of the equipment was moved to the other project.

A monthly comparison of the precipitation as measured at Portland International Airport is as follows:

November		December		January		February	
1952	1953	1952	1953	1953	1954	1953	1954
1.44 in.	6.46 in.	6.76 in.	7.85 in.	12.83 in.	8.95 in.	3.71 in.	4.57 in.

The only one of the months in question in which the rainfall was exceeded by the rainfall of the same month of the previous year was January 1954, which had 8.95 inches and the previous January had a rainfall of 12.83 inches. A difference of 3.88 inches. According to our records, there was no grading done in January of 1953 on the 92nd Avenue-Fairview Project. No grading was done from the 23rd day of December 1952 until the first week of April 1953. This would seem to refute Gibbons & Reed Company claim of having worked all through the winter of 1952-53.

Due to the fact there was so much rain during these months, with no drying periods in between, it would be impossible to work this equipment on the job.

Very truly yours,

James Don

James Don
Resident Engineer

JD:bb

GIBBONS & REED CO.

CONTRACTORS

[redacted]

NEW ADDRESS
825 West 9th North
P. O. BOX [illegible]
Salt Lake City [illegible]

ADDRESS REPLY TO
P. O. Box 4989
Portland 13, Oregon

June 15, 1955

RECEIVED
OFFICE OF
DIVISION ENGINEER

Mr. A. G. Skelton, Division Engineer
Oregon State Highway Department
P. O. Box 4699
Portland 2, Oregon

Reference:
Contract No. 3807
T. H. Banfield Expressway
Fairview-92nd Ave. Section

Dear Sir;

In our letter dated to you on January 9, 1954, we advised you that the delay in the completion of the Cereghino Overcrossing structures would cause us added expense over and above anything we were led to anticipate when we bid the job and entered into the contract. That letter further advised you that we were going to expect the Oregon State Highway Department to participate in this added cost.

On april 29, 1954, we requested an extension of time for the completion of work under the contract. Our reasons for the need for additional time, given in the request, included the delay in in completion of the Cereghino Overcrossing structures, the fact that work on the Halsey Street Overcrossing Revision had not been started by the date we were led to believe it would be complete, and the further fact that work on one of the Grade Seperation structures at 148th. Avenue was even then not started, five months after we were told to expect that all structures would be usable.

On June 25, 1954, we wrote to your Resident Engineer for the job, repeating parts of the above mentioned letters, and reaffirming our position that had the structures on the project been completed as scheduled we would have completed our contract on schedule.

To date we have received no reply nor recognition of any one of these three communications. We assume that you would have let us know had you disagreed with our reasoning or our conclusions expressed in the communications.

The Special Provisions for our contract listed the dates on which we could expect the various structures to be usable. In August, 1952, we prepared our bid for the grading on the project. At that time the completion date for all of the permanent structures was well over a year in the future. We could only assume, and we did assume as a basis on which to prepare our bid for the grading, that the structures would be put under contract early enough to permit them to be built by the date listed in our Special Provisions. The Standard Specifications for Highway Bridge Construction substantiates another assumption we made in arriving at a basis for bidding purposes. We assumed that, once you had let the contracts for the various structures, you would require that the contractors presecute the work continuously, at a rate sufficient to complete the workby the date given in our Special Provisions.

The Special Provisions covering our work state that non-completion of the other work will not intitle us to extra compensation of any kind. We believe that this statement can be invoked to cover the delays encountered by the structure contractors due to unsuitable weather or such other conditions as are unfavorable for the prosecution of the work. We cannot believe that the statement can be made to cover a years delay in the placing of one structure under contract. Nor can it be made to cover a total cessation of work for a period of several months of good construction weather on the largest structures involved. Nor can it be made to cover such a delay as a bridge not being started until more than five months after we were led to believe it would be usable. These delays, by their very nature, were beyond our forseeing in August of 1952 and were beyond our control at all times.

At the same time we believe that these delays were forseeable by your department and were your responsibility to alleviate . You certainly retain for each of your engineers the power to cause a contractor to prosecute the work as he considers necessary. And your department alone has the power to schedule the various contracts from the invitation for bids to the completion date.

All work under our contract was complete last fall. We have put off writing this letter until we knew our final pay quantities. With these quantities now being furnished us we are in position to assess the added costs incurred by us due to delays in the completion of the work under the contract. As stated in our letter of January 9, 1954, these are the costs which we expect you to assume.

The first of October 1953, we were running out of place to work and cut our equipment back to one shift. The first of November of that year we were out of a place to work and of necessity shut down,. The previous winter we worked this same grading equipment all winter, through weather that produced thirty seven inches of rain in thirty seven days, and had no lost time.The winter of 1953-1954 should have seen the job so developed that the gravel and commom materials could have been worked all winter. We sat out some beautiful construction weather that winter.

We were down November and December of 1953, and January and February of 1954. The first of March of 1954 we started work again on a single shift. Not until May were enough structures out of our way to justify a double shift operation.

The first of these added costs is the Depreciation; interest on Investment; Storage, Incidentals and Equipment Overhead, Insurance; and Taxes on our capital investment in the equipment parked during these four months.

For the three D-8 tractors, new in 1947, these costs are $210.54 per month each.

For the two TD 24 tractors and the two HD 19 tractors, new in 1950, these costs are $768.97 per month each.

For the two D-8 tractors, new in 1952 and 1953, these costs are $594.48 per month each.

For the five DW 20's, new in 1952, these costs are $1,653.19 each.

For the three 80 scrapers, new in 1947, these costs are $206.04 per month each.

For the two No. 12 patrols, new in 1949 and 1951, these costs are $407.07 per month each.

The monthly cost to us of this equipment while idle is, therefore $14,594.67. For the four months period the total is $58,378.68.

This shutdown cost us our fixed overhead for the four month period. The equipment overhead is included in the figure given above. However, our job overhead continued while we stood by waiting for a chance to resume work. The part of this overhead which can only be charged here is this:

	Payroll	Invoices	
Superintendent	$ 2,160.00	$ 497.12	
Engineering	1,406.70	156.59	
Office	1,804.00	488.42	
	$ 5,370.70	$ 1,142.13	$ 6,512.83
6.4% Payroll taxes and insurance			343.72
			$ 6,856.55

The sum of the items involved, the equipment costs of $58,378.68, and the overhead costs of $6,856.55, total $65,235.23. We believe this sum to be a just and equitable adjustment, entirely in line with the extent of the delays encountered by us on this job.

Very trly yours,

GIBBONS & REED CO.

A. V. Toolson
District Manager

FORM E-80 20M 8-50 42286

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE
6855 N.E. Halsey St., Portland 13, Ore.
March 10, 1953

SUBJECT: 26-1024
92nd Ave. O'xing
Construction delay

To:

Mr. G. S. Paxson
Bridge Engineer, O.S.H.C.,
Salem, Oregon.

Attention: Mr. P.M. Stephenson

Dear Sir:

Mr. P. M. Stephenson called to-day, stating that conversations with Mr. F. T. Young yesterday indicated that the site of the 92nd Ave. O'pass should not be available to United Builders, Inc. for a period of a week or ten days. During this intervening period Gibbons & Reed, grading contractors, will bring up the highway grade at the bridge ends excepting the corner fills that would interfere with the construction of wing walls #1 and #2. During this period they will also bring the lower roadway to grade. This proceadure should permit United Builders at that time to carry on an uninterupted construction schedule.

Mr. Taggert of United Builders was then called to relay this information. Mr. Taggert, however, stated that he had conferred with Gibbons & Reed this past week. He had been assured by them, Friday March 6th, that they, United Builders, could carry on their pile driver work due to Gibbons & Reed's expected inability to get on the site in the near future. Mr. Taggert further informed me that arrangements had been made with their material supplier to deliver the creosoted piling to the bridge site at 9:30 A.M., to-day, March 10th. He also had arrangements under way for a crane to arrive at the bridge site to drive piling tomorrow, March 11th.

Upon further discussion of these facts with Mr. Barbee and Mr. Young, Mr. Taggert was called and requested to hold his operations until further notice. This notice to be given as soon as the site is available for his construction purposes.

Yours very truly,

J.T. Skelton

J.T. Skelton, Res. Br. Engr.

NOTED
STEPHENSON

RECEIVED
[illegible]
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

c.c. Mr. A. G. Skelton
United Builders, Inc.
Mr. F. T. Young
Mr. D. J. Barbee

RECEIVED
JUL 8 - 1955
FOR FILING

July 7, 1955

CERTIFIED MAIL

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Gibbons & Reed Company on contract No. 3807, for grading on the 92nd Avenue-Fairview Section of the T. H. Banfield Expressway in Multnomah County.

This payment, in the amount of $35,203.43, will be released to the contractor on or after July 18, 1955. The retained percentage is $15,656.02.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JUN 30 1955
FOR FILING

[illegible]

Salem, Oregon
June 24, 1955

MISC. CONTRACTS and
AGREEMENTS No. 1411

Mr. John W. Cattrall
City & County Relations Dept.
Office

Dear Mr. Cattrall:

Attached is a conformed copy of a supplemental agreement with Multnomah County covering road closures, etc,. in connection with the construction of the 92nd Avenue- Fairview Unit of the T. H. Banfield Expressway.

The original of the above agreement hasbeen retained in this office for the Commission's files and one fully executed copy has been sent to the Board of County Commissioners in Multnomah County.

Very truly yours

Secretary

rn:
Attach: 1

REFERRED TO
[illegible]
to file

FORM E-30 25M 9-51 52915

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 15, 1955

SUBJECT: Assignment #5745

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are three copies of a supplemental agreement covering certain changes on the T. H. Banfield Expressway.

Two copies of the agreement have been executed by the Multnomah County Commission and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

John W. Cattrall
Engineer, County and City Relations

By
John D. Graham

John D. Graham
Office Engineer

JDG:mm
Att.

RECEIVED
JUN 15 1955
OFFICE OF
STATE HIGHWAY ENGINEER

AUTHORIZED BY HIGHWAY COMMISSION
DATE 12-20-51 Minute Page 19083
W B Glaisyer
Secretary

ASSIGNMENT

Date: **March 21, 1955** No. 5745 By wcw

Description: **Letter of February 21 by O. E. McAdams attaching ten copies of proposed form of agreement to be entered into between State and Multnomah County. Agreement supplements Aug. 19, 1952 agreement on 92nd Ave.-Fairview Unit of Banfield Expressway.**

Acknowledged by____ Referred to **Cattrall** ✓

__ Investigate and report with recommendation
__ Such action as necessary and report
__ Comment or recommendation
__ Return with rough draft of reply
__ Prepare reply for signature of Mr.________
__ Contact correspondent and report

Remarks: **Please check and if ok secure signatures of county officials.**

PLEASE RETURN TO
W. C. WILLIAMS

Executed 6-15-55 Report Received__________

HWAY DEPARTMENT
CORRESPONDENCE

gon
,1955

JECT: Supplemental agreement with Multnomah County 92d Ave.-Fairview Unit of the T. H. Banfield Expressway as a throughway

NOTED
W. C. WILLIAMS

PLEASE RETURN TO
W. C. WILLIAMS

copies of a proposed form of
State and Multnomah County.
agreement of August 19,
, in connection with the con-
ew Unit of the T. H. Banfield

ne copy has an Exhibit attached
will furnish any further required
Exhibits.

Very truly yours,

C. W. ENFIELD
Chief Counsel

O. E. McAdams Jr.
O. E. McADAMS, Jr.
Assistant Attorney

[illegible]
Encls.

RECEIVED
MAR 18 1955
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 830--50M--10-54--79485

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 21, 1955

SUBJECT: Supplemental agreement with Multnomah County 82d Ave.-Fairview Unit of the T. H. Banfield Expressway as a throughway

NOTED
W. C. WILLIAMS

PLEASE RETURN TO
W. C. WILLIAMS

To:
Mr. W. C. Williams
Deputy State Highway Engineer
Office

Dear Mr. Williams:

Herewith you will find ten copies of a proposed form of agreement to be entered into by the State and Multnomah County. This agreement supplements an earlier agreement of August 19, 1952, covering road closures, etc., in connection with the construction of the 82d Avenue-Fairview Unit of the T. H. Banfield Expressway.

You will note that only one copy has an Exhibit attached thereto. County and City Relations will furnish any further required Exhibits.

Very truly yours,

C. W. ENFIELD
Chief Counsel

O. E. McAdams Jr.
O. E. McADAMS, Jr.
Assistant Attorney

MH
Encls.

RECEIVED
MAR 18 1955
OFFICE OF
STATE HIGHWAY ENGINEER

file

RECEIVED
JUN 16 1955
FOR FILING

COUNTY OF MULTNOMAH
OFFICE OF THE
BOARD OF COUNTY COMMISSIONERS
PORTLAND 4, OREGON

COMMISSIONERS
M. JAMES GLEASON
AL L. BROWN
JACK BAIN

NOTED
W. C. WILLIAMS

June 8, 1955

NOTED
J. W. CATTRALL

Williams

Mr. Geo. W. Buck
Roadmaster
2115 SE Morrison Street
Portland 15, Oregon

Oregon State Highway Commission
Salem, Oregon

Dear Sirs:

Be it remembered, that at a meeting of the Board of County Commissioners held June 7, 1955, the following action was taken:

Letter, Roadmaster with two copies of form of supplemental agreement attached in re certain changes on the 92nd Ave-Fairview section of the T H Banfield Expressway, with rec that said form of agreement be executed by Bd and ret'd to Oreg St High Com for exec on its part and return of one fully exec copy for files of Bd)

ORDERED that said recommendation of the Roadmaster be hereby adopted as the order of the Board.

Yours very truly,

BOARD OF COUNTY COMMISSIONERS

By Delia R. Gloss
Clerk of Board

DD
Enc. - Agrmt in duplicate
to St Hwy Com

RECEIVED

RECEIVED
MAR 9 1955
FOR FILING

[illegible] - 323/21
3607

March 8, 1955

Gibbons & Reed Company
250 West 3rd South St.
Salt Lake City, Utah

Gentlemen:

The State Highway Commission at its meeting held on March 2 had under discussion your request for an extension of time, from September 7, 1954 to January 31, 1955, within which to complete your contract No. 3607 for grading on the 92nd Ave.-Fairview Section of the T.H.Banfield Expressway in Multnomah County.

We are pleased to inform you that the State Highway Commission granted your request to January 21, 1955, the actual completion date of the contract, without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton,
Division Engineer

[illegible] J. Barbee,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
MAR 9 1955
FOR FILING

[illegible] - 3237/1
[illegible]

March 8, 1955

Gibbons & Reed Company
259 West 3rd South St.
Salt Lake City, Utah

Gentlemen:

The State Highway Commission at its meeting held on March 2 had under discussion your request for an extension of time, from September 7, 1954 to January 31, 1955, within which to complete your contract No. 3607 for grading on the 92nd Ave.-Fairview Section of the T.H.Banfield Expressway in Multnomah County.

We are pleased to inform you that the State Highway Commission granted your request to January 21, 1955, the actual completion date of the contract, without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton,
Division Engineer

D. J. Barbee,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
MAR 1 1955
FOR FILING

February 28, 1955

Oregon State Highway Commission

Request for Extension of Time
No. 11. Last request for
March 2-3 meeting.

Gentlemen:

Herewith is a request from Gibbons and Reed Company for an extension of time on the 92nd Avenue-Fairview grading project, T. H. Banfield Expressway, Contract No. 3107, from September 7, 1954 to January 31, 1955.

This project was substantially completed by the middle of the summer with the exception of several minor items which did not interfere with the paving contractor or other work. This project was actually completed on January 21, 1955, and I recommend that the extension be granted to that date without penalty.

Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attach.
EAP: gm

cc H. G. Smith

RECEIVED
MAR 1 1955
FOR FILING

February 28, 1955

Oregon State Highway Commission

Request for Extension of Time
No. 11. Last request for
March 2-3 meeting.

Gentlemen:

Herewith is a request from Gibbons and Reed Company for an extension of time on the 92nd Avenue-Fairview grading project, T. H. Banfield Expressway, Contract No. 3107, from September 7, 1954 to January 31, 1955.

This project was substantially completed by the middle of the summer with the exception of several minor items which did not interfere with the paving contractor or other work. This project was actually completed on January 21, 1955, and I recommend that the extension be granted to that date without penalty.

Mr. C. O. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attach.
EAP: gm

cc H. G. Smith

FEB 16 1955

BFI-323(2)
3807

February 14, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the 92nd Avenue-Fairview Contract No. 3807, Oregon BFI-323 (2), from September 7, 1954 to January 31, 1955, to Gibbons and Reed Company, contractors.

This project was substantially completed by the middle of the summer with the exception of several minor items, which did not interfere with the paving contractor or other work.

I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc to: H. G. Smith

Form E-1—10M

BrI-303(1)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 5, 1955

Section 92nd Ave.-Fairview

Kind of work Grading

Highway T.H.Banfield Expressway

Section prefix 26-1015

Contractor Gibbons and Reed Co.

Contract number 3807

Date of contract Oct. 2, 1952

Date of completion April 30, 1954

Date work started Sept. 17, 1952

Estimated date of completion ....., 19.....

Project authorization $590,093.94

Exclusive of Engineering $545,714.39

Per cent of time elapsed 148.8 %

Estimated cost of completed project, exclusive of engineering $537,916.69

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $38,406.68

Engineering cost to date $41,670.00, 108.5 %

Date project was completed 1-21-55, 19.....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project completed and accepted January 21,1955

Office force working on Semi-final estimate.

NOTED
OSCAR CUTLER

NOTED

RECEIVED
FEB 8 1955
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed James Don Res. Engr.

Address Portland Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 71080

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	7.17				1.27
Miles partially completed					
Miles completed	7.17				1.27
Total estimated quantities	956,000	2,400			3,000
Estimated quantities moved or placed to date	955,00	2,300			2,900
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Rain		
Tuesday	Cloudy		
Wednesday	Fair		
Thursday	Fair		
Friday	Snow		
Saturday			

RECEIVED
FEB 3 1955
FOR FILING

[illegible]
[illegible]

February 2, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on January 21, 1955, on Contract No. 3807, 92nd Avenue-Fairview Section, in Multnomah County, in connection with Federal Aid Project No. BFI-323 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:ia

cc: John Cattrall

RECEIVED
NOV 4 1954
FOR FILING

[illegible]
[illegible]

November 4, 1954

Mr. James Dun
Box 4699
Portland 2, Oregon

Dear Sir:

This is to inform you that at its meeting of October 28, the Highway Commission approved an increase in project authorization of $30,000.00 on the 92nd Avenue-Fairview Section grading project, Contract No. 3807.

The present total project authorization is $590,093.94. This amount should be used in all future reports.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:1a

cc: A. G. Skelton

RECEIVED
OCT 1 - 1954
FOR FILING

[illegible]

3[illegible]

September 30, 1954

Oregon State Highway Commission

Gentlemen:

It is apparent that the cost of grading the 92nd Avenue-Fairview Unit of the T. H. Banfield Expressway, Contract No. 3807, will exceed the project authorization by approximately $50,000, or by a ratio of nine per cent.

The major portion of the overrun, $32,000, was in excavation quantities and was due to the encountering of unsuitable materials in excavation areas to be used in embankments. It was necessary to waste these unsuitable materials and borrow other materials to secure a satisfactory roadbed. Other excess costs were an overrun in gravel base materials of $3,000, the necessity of installing perforated drain pipe, $4,000, and payment to Rockwood and Hazelwood Water Districts in the amount of approximately $10,000.

This matter will be on the next agenda, and it is respectfully requested that you approve the increase in project authorization in the amount of $50,000 on Contract No. 3807.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith
Mr. S. H. Probert
Mr. C. H. Maison

WCW:me er

RECEIVED
FOR FILING

FORM E-30X 37½ 3-54 73730

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 9, 1954

SUBJECT:

To:

Mr. A. G. Skelton
Division Engineer
State Highway Dept.
Portland, Oregon

NOTED
State Highway Engineer

Dear Sir:

I have your letter of September 8, 1954 re overruns on the 92nd Avenue-Fairview Section of the T. H. Banfield Expressway, Gibbons and Reed Contract No. 3807.

Your letter indicates that there will be at least $53,000 overrun, which is 9.7% of the contract. You also state that it is probable that due to claims by the contractor the amount of overrun will be increased.

In order that this overrun may receive official action, please prepare immediately a request for authority to overrun this project, based on the best information available at this time, and submit it to this office. The chief engineer's orders are that contract overruns be handled promptly. Therefore, please submit the necessary data at this time.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:js

cc R. H. Baldock

RECEIVED
JUL 1 - 1954
FOR FILING

June 30, 1954

Gibbons & Reed Company
259 West 3rd South St.
Salt Lake City, Utah

Gentlemen:

The State Highway Commission at its meeting held on June 23 had under discussion your request for an extension of time, from April 30 to September 7, 1954, within which to complete your contract No. 3807 for grading on the 92nd Ave.-Fairview Section of the T.H. Banfield Expressway in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: [illegible] G. Skelton,
Division Engineer

James [illegible],
Resident Engineer

[illegible] G. Smith,
Construction Engineer

RECEIVED

FOR FILING

June 30, 1954

Gibbons & Reed Company
259 West 3rd South St.
Salt Lake City, Utah

Gentlemen:

The State Highway Commission at its meeting held on June 23 had under discussion your request for an extension of time, from April 30 to September 7, 1954, within which to complete your contract No. 3507 for grading on the 92nd Ave.-Fairview Section of the T.H. Banfield Expressway in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: [illegible] Skelton,
Division Engineer

James [illegible]on,
Resident Engineer

[illegible] Smith,
Construction Engineer

RECEIVED
MAY [illegible] 1954
FOR FILING

[illegible]

3807

May 27, 1954

Oregon State Highway Commission

Request for extension of time
No. 4
June 23 and 24 Meeting

Gentlemen:

Herewith is a request from Gibbons and Reed Company for an extension of time on the 92nd Avenue-Fairview Section of the T. H. Banfield Expressway, Contract No. 3807, from April 30, 1954 to September 7, 1954, both dates inclusive.

Noncompletion of several of the structures on this project forced the contractor to shut down during the winter months. The overrun in time will not conflict with the contractor who has the paving on this section, and will not delay the opening of the highway. I recommend, therefore, that the extension be granted without penalty, and Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

RECEIVED
FOR FILING
FORM E-30X 37½ 8-54 73730

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

[illegible] (2)
3807

Salem, Oregon
May 25, 1954

SUBJECT:

To:

~~Mr. A. G. Skelton~~
~~Division Engineer~~
~~State Highway Department~~
~~Portland, Oregon~~

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract between Gibbons & Reed Company and Steelman and Duff, Inc., covering the items included in Price Agreements No. 3 and 6 on Contract No. 3807, 92nd Avenue-Fairview Section, Oregon RFI-323 (2), in the amount of $5,527.50 is approved, and you may so inform the interested parties.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

cc to: W. C. Williams
C. G. Polk (2)

RECEIVED
MAY 25 1954
FOR FILING

[illegible]

[illegible]

May 20, 1954

Mr. C. O. Polk
District Engineer
Bureau of Public Roads
406 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the 92nd Avenue-Fairview Contract No. 3807, Oregon BFI-323 (2), from April 30, 1954 to September 7, 1954, to Gibbons and Reed Company, contractors.

Non-completion of several of the structures on this project forced the contractor to shut down during the winter months. A check with the contractor and the contractor who has the paving contract on this section shows that the extension of time will not delay or interfere with the paving work.

I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc to: H. G. Smith

FORM E-30 25M 9-51 52315

cc TJ

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 17, 1954

SUBJECT:

To:

Mr. A. G. Skelton
Division Engineer
State Highway Dept.
Portland, Oregon

NOTE
W. C. WILLIAMS

Dear Sir:

Based upon your estimate of an additional cost of $8,990.00, you may modify the specifications for the paving contract on the 92nd Avenue-Fairview Section of the Banfield Expressway eliminating the O-11 shoulders and substituting 1½" thick A.C. pavement.

This approval is predicated upon the work being done at contract unit prices.

I understand that the contractor has already produced some 1¼"-3/4 rock for the O-11 and I think it is your belief that he will endeavor to dispose of this rock without cost to the State. This item should be resolved in the immediate future rather than at or after the completion of the contract.

Will you please see what can be worked out re the O-11 rock, immediately, and advise.

As discussed on the phone today, please attempt to get some contrasting color rock for the shoulder seal.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:js
cc W. C. Williams ✓

Form E-61—15M—5-53

RECEIVED
FOR FILING
FI-323(2)

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

LABORATORY REPORT

Project	92nd. Ave.-Fairview			Prefix No.	26-1015
Highway	T. H. Banfield Expressway			County	Multnomah
Contractor	Gibbons & Reed Co.	Contract No.	3807	F. A. Project No.	FI-323(2)
Submitted by	James Don			Date reported	March 31, 1954

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material 600' South of Sta. 445, Old Vanguard property at 132nd. St.
Sampled at Test Hole #3

To be used	Select Topping	Date received	March 30, 1954
Sampled by	James Don	Quantity represented	

TEST RESULTS

Laboratory No. 331437
Data Sheet No. A18919

Type of material Gravel
Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
4	0	0	
3	4.9	4.1	
2	8.7	12.8	
1½	11.1	23.9	
1	10.8	34.7	
3/4	6.0	40.7	
1/2	11.7	52.4	
1/4	18.1	70.5	
10	13.3	83.8	
40	3.2	87.0	
Pass	13.0	13.0	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	6	%
Manufactured fines		%
Liquid limit: Natural fines	32	%
Manufactured fines		%

NOTED
W. C. WILLIAMS

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. — Excess P.I.

TEST REPORT DISTRIBUTION:
x Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Skelton
x Resident Engineer Don
Dist. Maint. Supt.
Foreman
x Files
x W. C. Williams

Engineer of Materials

State Printing [illegible]

Form E-61—15M—8-53

RECEIVED FOR FILING

NOTE W. C. WILLIAMS

O GON STATE HIGHWAY DEPARTM T
Materials Division

LABORATORY REPORT

Project	82nd Ave.-Fairview		Prefix No.	26-1015
Highway	T. H. Banfield Expressway		County	Multnomah
Contractor	Gibbons & Reed Co.	Contract No. 3807	F. A. Project No.	IFI-323(2)
Submitted by	James Don		Date reported	March 29 1954

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material 400' S. of Sta. 450 (Old Vanguard Prop. at 132nd St.)

Sampled at Hole #2

To be used Selected Topping

Date received March 26 1954

Sampled by James Don

Quantity represented

TEST RESULTS

Laboratory No. 331206

Data Sheet No. A18917

Type of material Gravel (Pit Run)

Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	16.3	16.3	
1½	18.1	34.4	
1	12.8	47.2	
3/4	5.6	52.8	
1/2	7.2	60.0	
1/4	8.8	68.8	
10	12.0	80.8	
40	6.7	87.5	
P40	12.5	12.5	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler	25.4	
Specific gravity (Le Chatelier)	2.79	
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	6	%
Manufactured fines		%
Liquid limit: Natural fines	32	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess P. I.

TEST REPORT DISTRIBUTION:

x Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Shelton
x Resident Engineer Don
Dist. Maint. Supt.
Foreman
x Files
x W. C. Williams
x Geology & Soils

Engineer of Materials

State Printing 60236

Form E-61—15M—6-53

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FOR FILING [illegible]

GON STATE HIGHWAY DEPART T
Materials Division

LABORATORY REPORT

Project 92nd. Ave.-Fairview
Highway T. H. Banfield Expressway
Contractor 3807 Gibbons & Reed Co.
Submitted by James Don

Contract No. 3807

Prefix No. 26-1015
County Multnomah
F. A. Project No. BFI-323(2)
Date reported March 26, 1954

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Burns Borrow Area
To be used Select Topping
Sampled by James Don

Sampled at

NOTED
W. C. WILLIAMS

Date received March 26, 1954
Quantity represented

TEST RESULTS

Laboratory No. 331175
Data Sheet No. A18918

Type of material Gravel (Pit Run), Sample #8
Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	8.2	8.2	
1½	9.9	18.2	
1	12.7	30.9	
3/4	12.4	43.3	
1/2	14.3	57.6	
1/4	13.2	70.8	
10	7.7	78.5	
40	5.8	84.3	
P40	15.7	15.7	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler
Specific gravity (Le Chatelier)
Unit weight, dry rodded, lbs. per cubic foot
Unit weight, loose, lbs. per cubic foot
Fineness factor
Sodium sulfate test, per cent loss
Asphalt stripping: Natural fines
Manufactured fines
Plasticity index: Natural fines 5 %
Manufactured fines %
Liquid limit: Natural fines 27 %
Manufactured fines %

RECOMMENDATIONS

Material as represented by this sample .... suitable for use. Excess P.I.

TEST REPORT DISTRIBUTION:

- X Bureau of Public Roads
- X Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- X Division Engineer Skelton
- X Resident Engineer Don
- Dist. Maint. Supt.
- Foreman
- X Files

Engineer of Materials

State Printing 66226

RECEIVED
MAR 30 1954
FOR FILING

FORM E-30 25M 9-51 52316

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 26, 1954

To:
Mr. A. G. Skelton
Division Engineer
State Highway Dept.
Portland, Oregon

SUBJECT:

NOTE
W. C. WILLIAMS

Dear Sir:

Referring to the 92nd Avenue-Fairview Section (Gibbons and Reed), I note two lab reports, 330922 and 330923, which show an excess of P.I. While the amount of material passing the 40 mesh is rather low (15.9% showing a P.I. of 4 and 5.5% showing a P.I. of 21), any P.I. in excess of the tolerances allowed in the specification must be frowned upon and every effort made to secure material that will pass.

Please see that everything possible is done to correct this situation.

Very truly yours,

H. G. Smith
Construction Engineer

By

Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams

RECEIVED
FOR FILING

OFFICE OF SUPERINTENDENT
2525 N. Larrabee Avenue
Portland 12, Oregon

DECEMBER 2, 1953

(File D 9016-32-14)

GIBBONS & REED COMPANY
P. O. Box 223
Cascade Locks, Oregon

Gentlemen:

Under contract between your Company and the Oregon State Highway Department, you are performing work on the 92d Avenue - Fairview Section of the T. H. Banfield Expressway, Multnomah County, Oregon. This highway is near the main line railroad of the Oregon-Washington Railroad & Navigation Company (leased to Union Pacific Railroad Company). Your work has resulted in some damage to the Railroad Company's facilities.

Enclosed herewith in duplicate is Union Pacific Bill No. 643069 dated November 20, 1953 in the amount of $14.11 covering part, but not all, of this damage. Bills for other damage will be rendered when compiled. Bill No. 643069 covers certain damage caused by your operations at Railroad M.P. 12.14 on OCTOBER 15, 1953.

Please favor us with payment at your early convenience.

Yours very truly,

J G Kimmell

J. G. Kimmell,
Superintendent

enc.
cc: Continental Casualty Company
1008 Loyalty Building, Portland 4, Oregon.

Lloyd's, London, c/o Rathbone, King & Seeley
114 Sansome Street, San Francisco 4, Calif.

Lloyd's, London, c/o Rathbone, King & Seeley
310 S. W. Fourth Avenue, Portland 4, Oregon.

☞ Oregon State Highway Department, Salem, Oregon
(Atten: Mr. R. H. Baldock, State Highway Engr.)

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FOR FILING

[illegible]

3207

OFFICE OF SUPERINTENDENT
2525 No. Larrabee Avenue
Portland 12, Oregon

NOVEMBER 27, 1953

(File D 9016-32-14)

GIBBONS & REED COMPANY
P. O. Box 223
Cascade Locks, Oregon

NOTED
H. C. WILLIAMS

Gentlemen:

Under contract between your Company and the Oregon State Highway Department you are performing work on the 82d Avenue - Fairview Section of the T. H. Banfield Expressway, Multnomah County, Oregon. This highway is near the main line railroad of the Oregon-Washington Railroad & Navigation Company (leased to Union Pacific Railroad Company). Your work has resulted in some damage to the Railroad Company's facilities.

Enclosed herewith in duplicate is Union Pacific Bill No. 642837 dated November 13, 1953 in the amount of $35.06 covering part, but not all, of this damage. Bills for other damage will be rendered when compiled. Bill No. 642837 covers certain damage caused by your operations at M.P. 6.2 on AUGUST 17, 1953.

Please favor us with payment at your early convenience.

Yours very truly,

J G Kimmell

J. G. Kimmell,
Superintendent

cc:
Continental Casualty Company
1008 Loyalty Building
Portland 4, Oregon

Lloyd's, London,
c/o Rathbone, King & Seeley
114 Sansome Street
San Francisco 4, Calif.

Lloyd's, London,
c/o Rathbone, King & Seeley
310 S. W. Fourth Avenue
Portland 4, Oregon

Oregon State Highway Department, Salem, Oregon
(Atten: Mr. R. H. Baldock, State Highway Engr.)

x Larson

RECEIVED

FOR FILING

OFFICE OF SUPERINTENDENT
2525 No. Larrabee Avenue
Portland 12, Oregon

NOVEMBER 27, 1953

(File D 9014-32-14)

GIBBONS & REED COMPANY
P. O. Box 223
Cascade Locks, Oregon

NOT
W. C. WILLIAM

Gentlemen:

Under contract between your Company and the Oregon State Highway Department you are performing work on the 82d Avenue - Fairview Section of the T. H. Banfield Expressway, Multnomah County, Oregon. This highway is near the main line railroad of the Oregon-Washington Railroad & Navigation Company (leased to Union Pacific Railroad Company). Your work has resulted in some damage to the Railroad Company's facilities.

Enclosed herewith in duplicate is Union Pacific Bill No. 642931 dated November 19th, 1953 in the amount of $25.04 covering part, but not all, of this damage. Bills for other damage will be rendered when compiled. Bill No. 642931 covers certain damage caused by your operations at M.P. 11.6 on OCTOBER 5, 1953.

Please favor us with payment at your early convenience.

Yours very truly,

J S Kimmell

J. S. Kimmell,
Superintendent

cc:
Continental Casualty Company
1008 Loyalty Building
Portland 4, Oregon

Lloyd's, London,
c/o Rathbone, King & Seeley
114 Sansome Street
San Francisco 4, California

Lloyd's, London,
c/o Rathbone, King & Seeley
310 S. W. Fourth Avenue
Portland 4, Oregon

Oregon State Highway Department, Salem, Oregon
(Atten: Mr. R. H. Baldock, State Highway Engr.)

x Larson

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FOR FILING

OFFICE OF THE SUPERINTENDENT
2525 North Larrabee Avenue
Portland 12, Oregon

NOVEMBER 5, 1953

(File D 9016-32-14)

Gibbons & Reed Company
P. O. Box 223
Cascade Locks, Oregon

Gentlemen:

Under contract between your Company and the Oregon State Highway Commission you are performing work on the 92d Ave.-Fairview Section of the T. H. Banfield Expressway, Multnomah County, Oregon. This highway is near the main line railroad of the Oregon-Washington Railroad & Navigation Company (leased to Union Pacific Railroad Company). Your work has resulted in some damage to the Railroad Company's facilities.

Enclosed herewith in duplicate is Union Pacific Bill No. 592636 dated October 28, 1953 in the amount of $24.46 covering part, but not all, of this damage. Bills for other damage will be rendered when compiled. Bill No. 592636 covers certain damage caused by your operations at M. P. 11.6 on SEPTEMBER 15, 1953.

Please favor us with payment at your early convenience.

Yours very truly,

J G Kimmell

J. G. Kimmell,
Superintendent

cc: Continental Casualty Company
1008 Loyalty Building
Portland 4, Oregon

Lloyd's, London,
c/o Rathbone, King & Seeley
114 Sansome Street
San Francisco 4, California

Lloyd's, London,
c/o Rathbone, King & Seeley
310 S. W. Fourth Avenue
Portland 4, Oregon

Oregon State Highway Department, Salem, Oregon
(Atten: Mr. R. H. Baldock, State Hwy. Engineer)

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FOR FILING
3807

Form E-11

GON STATE HIGHWAY DEPART T
Materials Division

LABORATORY REPORT

Project 92nd Ave.-Fairview
Highway T. H. Banfield Expressway
Contractor Gibbons & Reed Co.
Submitted by James Don

Contract No. 3807

Prefix No. 26-1015
County Multnomah
F. A. Project No. FI-323(2)
Date reported Nov 5 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Sta. 501+50, 20' Lt.
To be used Base Surf.
Sampled by James Larson
Sampled at Depth 0-6"
Date received Oct 29 1953
Quantity represented

TEST RESULTS

Laboratory No. 322556
Data Sheet No. A-24900

Type of material Gravel
Screen opening: To ¼": Sq.; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	21.0	21.0	
1½	8.2	29.2	
1	16.9	46.1	
3/4	9.1	55.2	
1/2	8.7	63.9	
1/4	8.2	72.1	
4	2.1	74.2	
10	3.0	77.2	
40	3.2	80.4	
P40	19.6	19.6	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler
Specific gravity (Le Chatelier)
Unit weight, dry rodded, lbs. per cubic foot
Unit weight, loose, lbs. per cubic foot
Fineness factor
Sodium sulfate test, per cent loss
Asphalt stripping: Natural fines
Manufactured fines
Plasticity index: Natural fines 8 %
Manufactured fines %
Liquid limit: Natural fines 29 %
Manufactured fines %

Remarks:- Material passed when taken from pit but has been hauled on and 'cut up' some with material below this strata.

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess P. I.

W. C. Williams

TEST REPORT DISTRIBUTION:
- x Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer Skelton
- x Resident Engineer Don
- Dist. Maint. Supt.
- Foreman
- x Files
- x W. C. Williams
- x Larson

G W Harra
Engineer of Materials

State Printing 06226

Form E-61—15M—5-53

[illegible]GON STATE HIGHWAY DEPART[illegible]T
Materials Division

LABORATORY REPORT

Project	92nd Ave.-Fairview	Prefix No.	26-1015
Highway	T. H. Banfield Expressway	County	Multnomah
Contractor	Gibbons & Reed Co.	F. A. Project No.	BFI-323(2)
Submitted by	James Don	Date reported	Nov 5 1953

Contract No. 3807

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Sta. 609+50, 27' Lt.
Sampled at Depth 0-6"
To be used Base Surf.
Date received Oct 29 1953
Sampled by James Larsen
Quantity represented

TEST RESULTS

Laboratory No. 322551
Data Sheet No. A-24899

Type of material Gravel
Screen opening: To ¼": Sq.; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
5	0	0	
4	12.1	12.1	
3	3.2	15.3	
2	6.0	21.3	
1½	8.6	29.9	
1	16.7	46.6	
3/4	8.3	54.9	
1/2	8.7	63.6	
1/4	7.1	70.7	
4	1.1	71.8	
10	4.2	76.0	
40	2.4	78.4	
P40	21.6	21.6	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	5	%
Manufactured fines		%
Liquid limit: Natural fines	23	%
Manufactured fines		%

Remarks:- This material passed for use at the time it was removed from the pit but has since been put on highway which has been used for a haul road.

NOTED
W. C. WILLIAMS

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess P.I.

TEST REPORT DISTRIBUTION:
x Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Skelton
x Resident Engineer Don
Dist. Maint. Supt.
Foreman
x Files
x W. C. Williams
x Larson

Engineer of Materials

State Printing 66226

FORM E-30 37,500 4-52 59806

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 29, 1953

SUBJECT:

To:

Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

Dear Sir:

We have had several laboratory reports on the Gibbons and Reed contract on the Banfield Expressway which indicated an excess PI, the latest one being No. 321016.

This matter has been discussed at considerable length with Mr. Skelton and he informs me that these samples do not represent materials that were actually used on the road but are either samples of inferior material from the pit or samples from the roadway itself where subgrade materials were churned up into the gravel blanket.

Mr. Skelton will see that in the future samples that are sent in for informational purposes only will be so marked so that they will not indicate incorporation of inferior materials on the roadway. Mr. Skelton will have field tests run when the topping is completed to be sure that if and where needed, additional materials will be placed to assure a stable base for the pavement.

Very truly yours,

H. G. Smith
Construction Engineer

By

Forrest Cooper
Ass't. Construction Engineer

FC:js

cc A. G. Skelton
G. W. Harra

Form E-61--15M--5-53

FOR FILING

GON STATE HIGHWAY DEPART[illegible]T
Materials Division

LABORATORY REPORT

Project BFI-323(	92nd Ave.-Fairview	Prefix No.	26-1015
Highway	T. H. Banfield Expressway	County	Multnomah
Contractor	Gibbons & Reed Co. Contract No. 3807	F. A. Project No.	BFI-323(2)
Submitted by	James Larson	Date reported	Oct 29 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Sta. 391+50 30' Rt.

Sampled at 4'-5' above grade

To be used Base Surf.

Date received Oct 27 1953

Sampled by James Larson

Quantity represented

TEST RESULTS

Laboratory No. 322202

Type of material Gravel

Data Sheet No. A-24896

Screen opening: To ¼": Sq.; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	3.0	3.0	
1½	8.8	11.8	
1	21.1	32.9	
3/4	11.5	44.4	
1/2	11.9	56.3	
1/4	16.9	73.2	
4	5.5	78.7	
10	10.0	88.7	
40	3.0	91.7	
P40	8.3	8.3	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler	18.15	
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	10	%
Manufactured fines		%
Liquid limit: Natural fines	34	%
Manufactured fines		%

W. C. WILLIAMS

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess P. I.

TEST REPORT DISTRIBUTION:

- x Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer Skelton
- x Resident Engineer Don
- Dist. Maint. Supt.
- Foreman
- x Files
- x W. C. Williams
- x Larson

G. W. [illegible]

Engineer of Materials

State Printing 66226

Form 2-61 [illegible]

W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

LABORATORY REPORT

Project	92nd. Ave.-Fairview			Prefix No.	26-1015
Highway	T. H. Banfield Expressway			County	Multnomah
Contractor 3907	Gibbons & Reed Co.	Contract No.	3807	F. A. Project No.	EFI-323(2)
Submitted by	James Don			Date reported	Oct. 27, 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Burns Borrow Pit 350' Rt of Sta. 1-583±

Sampled at About 16' Cut in east end

To be used Base Surfacing

Date received Oct. 14, 1953

Sampled by James Larsen

Quantity represented

TEST RESULTS

Laboratory No. 321026

Data Sheet No. A34387

Type of material Gravel

Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
4	0	0	
3	4.5	4.5	
2	6.6	11.1	
1½	11.0	22.1	
1	19.2	41.3	
3/4	11.9	53.2	
1/2	13.3	66.5	
1/4	10.9	77.4	
4	1.2	78.6	
10	3.4	82.0	
40	4.3	86.3	
Pass	13.7	13.7	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler	15.1	
Specific gravity (Le Chatelier)	2.68	
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss	3.7	
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	5	%
Manufactured fines		%
Liquid limit: Natural fines	25	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample .... suitable for use. Excess P.I.

TEST REPORT DISTRIBUTION:
- Bureau of Public Roads
- x Construction Engineer
- x Maintenance Engineer
- Bridge Engineer
- Requisition Office
- Division Engineer
- x Resident Engineer Skelton
- x Dist. Maint. Supt. Don
- Foreman
- Files
- x
- x W. C. Williams
- x Larson
- x R. Webber

Engineer of Materials

State Printing 06226

orm E-61—15M—8-53

GON STATE HIGHWAY DEPART T
Materials Division

LABORATORY REPORT

Project 92nd Ave.-Fairview
Highway T. H. Banfield Expressway
Contractor Gibbons & Reed Co.
Submitted by James Don
Contract No. 3807
Prefix No. 26-1015
County Multnomah
F. A. Project No. FI-323(2)
Date reported Oct 27 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Base rock in place Sta. L 521+15
Sampled at 0-1" depth
To be used Base surf.
Sampled by James Larson
Date received Oct 14 1953
Quantity represented

TEST RESULTS

Laboratory No. 321017
Data Sheet No. A-24888
Type of material Gravel
Screen opening: To ¼": Sq.; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
4	0	0	
3	6.8	6.8	
2	12.7	19.5	
1½	11.9	31.4	
1	21.6	53.0	
3/4	10.3	63.3	
1/2	10.7	74.0	
1/4	9.1	83.1	
4	1.6	84.7	
10	5.2	89.9	
40	2.1	92.0	
P40	8.0	8.0	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler	
Specific gravity (Le Chatelier)	2.53
Unit weight, dry rodded, lbs. per cubic foot	
Unit weight, loose, lbs. per cubic foot	
Fineness factor	
Sodium sulfate test, per cent loss	
Asphalt stripping: Natural fines	
Manufactured fines	
Plasticity index: Natural fines	20 %
Manufactured fines	%
Liquid limit: Natural fines	43 %
Manufactured fines	%

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess P. I.

TEST REPORT DISTRIBUTION:
x Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Skelton
x Resident Engineer Don
Dist. Maint. Supt.
Foreman
x Files
x W. C. Williams
x R. Webber
x Larson

Engineer of Materials

State Printing 66226

RECEIVED
FOR FILING
FI-323(2)

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

Laboratory Report

Project	92nd. Ave.-Fairview		Prefix No.	26-1015
Highway	T. H. Banfield Expressway		County	Multnomah
Contractor 3807	Gibbons & Reed Co.	Contract No. 3807	F. A. Project No.	FI-323(2)
Submitted by	James Don		Date reported	Oct. 26, 1953

REPORT ON SAMPLE OF SOIL

Source of material	Base rock in place, Sta. L-507+50 E. Bound		
Sampled at	Depth 0-1'		
To be used	Base, Rock, select topping	Date received	Oct. 16, 1953
Sampled by	James Larson	Quantity represented	
Laboratory No.	321989	Type of Material	Gravel
Data Sheet No.	A-24889	Sample No.	

TEST RESULTS

SOIL ANALYSIS:

LL	28 %
PI	7 %
FME	%
SL	%
R	%
Cf	%
LS	%

Classification—Group

Sp. Gr. (Le Chatelier) 2.72
Sand Equivalent 21.4%

SIEVE ANALYSIS: Wet

Ret. on	% Single Sieve
10	9.7
20	5.4
40	7.4
60	22.8
140	17.0
200	3.4
P200	34.3

DENSITY DETERMINATION:

Dry Density, lbs/c. f.	% Moisture
110.0	14.7
112.3	17.1
110.3	19.0

NOTED
W. C. WILLIAMS

TRIAXIAL SHEAR TEST:

Sample	Remolded	~~Undisturbed~~	
% Compaction	100	100	100
% Moisture	19.0	20.5	23.2
Depth Ratio Z/R	1.60	2.30	3.05
Pavement Thickness, Z	13	18	24
Angle of Friction, φ °	8.5	4	3.5
Cohesion, C psi	7.5	6	1
R Value	38	24	15

Remarks: This material is gravel fines passing No. 4 sieve, of #321318.

HYDROMETER ANALYSIS:

	Passing No. 10	Total Sample
Particles larger than 2.0 mm.	0.0 %	9.7 %
Coarse sand, 2.0 to 0.25 mm.	39.4 %	35.6 %
Fine sand, 0.25 to 0.05 mm.	24.6 %	22.2 %
Silt, 0.05 to 0.005 mm.	23.0 %	20.8 %
Clay, smaller than 0.005 mm.	130 %	11.2 %
Colloids, smaller than 0.001 mm.	%	%

RECOMMENDATIONS

Material as represented by this sample .... suitable for use.

TEST REPORT DISTRIBUTION:

- x Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer Skelton
- x Resident Engineer Don
- Dist. Maint. Supt.
- Foreman
- Files
- x
- x W. C. Williams
- x Larson

Engineer of Materials

State Printing 67648

Form E-61—15M—5-53

(GON STATE HIGHWAY DEPARTM T

Materials Division

LABORATORY REPORT

Project 92nd. Ave.-Fairview
Highway T. H. Banfield Expressway
Contractor Gibbons & Reed Co.
Submitted by James Don

Contract No. 3807

Prefix No. 26-1015
County Multnomah
F. A. Project No. FI-323(2)
Date reported Oct. 26, 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Base rock in place, Sta. L-507+50 E. bound, Depth 0-1'
Sampled at
To be used Base Rock, slect topping.
Sampled by James Larson
Date received Oct. 16, 1953
Quantity represented

TEST RESULTS

Laboratory No. 321318
Data Sheet No. A-24389

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
4	0	0	
3	7.8	7.8	
2	4.7	12.5	
1½	7.0	19.5	
1	18.5	38.0	
3/4	9.9	47.9	
1/2	9.0	56.9	
1/4	8.7	65.6	
4	2.2	67.8	
10	5.2	73.0	
40	4.4	77.4	
Pass	22.6	22.6	
Total	100.0		

Type of material Gravel
Screen opening: To ¼": Square; ¼" and below: Square:
Abrasion, per cent wear, Los Angeles Rattler
Specific gravity (Le Chatelier) 2.62
Unit weight, dry rodded, lbs. per cubic foot
Unit weight, loose, lbs. per cubic foot
Fineness factor
Sodium sulfate test, per cent loss
Asphalt stripping: Natural fines
Manufactured fines
Plasticity index: Natural fines 7 %
Manufactured fines %
Liquid limit: Natural fines 28 %
Manufactured fines %

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess P.I.

TEST REPORT DISTRIBUTION:
- x Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer Skelton
- x Resident Engineer Don
- Dist. Maint. Supt.
- Foreman
- x Files
- x W. C. Williams
- x Larson

Engineer of Materials

State Printing 66226

RECEIVED
FOR FILING

FORM E-30 25M 9-51 52315

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 23, 1953

SUBJECT:

To:

Mr. A. G. Skelton
Division Engineer
State Highway Dept.
Portland, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Referring to base surfacing on the 92nd Avenue-Fairview Section of the Banfield Expressway, Gibbons and Reed, contractors, Lab Sheet No. 320453 is border line with respect to PI. Lab Sheet No. 320104 indicates a serious excess PI.

Please take the necessary steps to immediately correct this situation.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams

1953

RECEIVED
[illegible] 1953
FOR FILING

October 22, 1953

Mr. J. G. Kimmell, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Your File: D 9016-32-14

Dear Sir:

We have your letter of October 16 in which you report damage to railroad signal facilities on October 15, 1953 at RR M.P. 12.14 by construction operations on the 92nd Avenue-Fairview Section of the Banfield Expressway.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

me

OFFICE OF SUPERINTENDENT
2525 N. Larrabee Avenue
Portland 12, Oregon

OCTOBER 16, 1953
(File: D 9016-32-14)

REGISTERED MAIL -
RETURN RECEIPT REQUESTED.

Continental Casualty Company
Chicago, Illinois

Continental Casualty Company
320 W. 4th South Street
Salt Lake City, Utah

Lloyd's, London
c/o Rathbone, King & Seeley
114 Sansome Street
San Francisco 4, Calif.

Lloyd's, London
c/o Rathbone, King & Seeley
310 S. W. Fourth Avenue
Portland 4, Oregon

cc: Gibbons & Reed Company
229 W. 3d South Street
Salt Lake City, Utah

cc: Gibbons & Reed Company
P. O. Box 223
Cascade Locks, Oregon

cc: Oregon State Highway Dept.
Salem, Oregon
☞ (Atten: Mr. R. H. Baldock,
State Highway Engineer)

Gentlemen:

Please refer to underwriters of Lloyd's, London Cert. No. L-39565 and the primary insurance, Continental Casualty Company Policy No. GPL-1142185 in favor of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and The Western Union Telegraph Company, covering construction of the 92nd Avenue to Fairview Section of the Banfield Expressway located in Multnomah County, Oregon.

In accordance with the above-mentioned policies, Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company hereby notify you that railroad signal facilities were damaged OCTOBER 15, 1953 at Railroad M.P. 12.14 by the construction operations of State Highway Contractor (Gibbons & Reed Company).

We expect to present a claim for this damage when the amount has been determined.

Please acknowledge receipt of this letter.

Yours very truly,

J G Kimmell
J. G. Kimmell, Superintendent

Engineer of Materials

State Printing 66226

[illegible]
x Larson

Form E-61—15M—6-53

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

LABORATORY REPORT

Project	92nd. Ave.-Fairview	Prefix No.	26-1015
Highway	T. H. Banfield Expressway	County	Multnomah
Contractor	Gibbons & Reed Co. Contract No. 3807	F. A. Project No.	MFI-323(2)
Submitted by	James Don	Date reported	Oct. 22, 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material	East end of Burns Borrow 150' Rt. Sta. L 583. 92nd. ave.-Fairview.	Sampled at	Borrow Surface
To be used	Sel. topping. Base Surfacing	Date received	Oct. 6, 1953
Sampled by	Jim Larson	Quantity represented	

TEST RESULTS

Laboratory No. 320104

Data Sheet No. A24884

Type of material Gravel

Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	10.8	10.8	
1½	18.1	28.9	
1	24.0	52.9	
3/4	12.1	65.0	
1/2	10.4	75.4	
1/4	6.6	82.0	
4	1.3	83.3	
10	3.7	87.0	
10	2.4	89.4	
40	2.4	89.4	
Pass	10.6	10.6	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler	19.0	
Specific gravity (Le Chatelier)	2.71	
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss	7.7	
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	10	%
Manufactured fines		%
Liquid limit: Natural fines	35	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess P.I.

TEST REPORT DISTRIBUTION:

- x Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer Skelton
- x Resident Engineer Don
- Dist. Maint. Supt.
- Foreman
- x Files
- x W. C. Williams
- x Larson

Engineer of Materials

State Printing 60226

Form E-89—12M—6-53

OREGON STATE HIGHWAY DEPARTMENT

Materials Division

Laboratory Report

Project	92nd. Ave.-Fairview			Prefix No.	26-1015
Highway	T. H. Banfield Expressway			County	Multnomah
Contractor	Gibbons & Reed Co.	Contract No.	3807	F. A. Project No.	BFI-323(2)
Submitted by	James Don			Date reported	Oct. 22, 1953

REPORT ON SAMPLE OF SOIL

Source of material					
Sampled at	E. end of Burns Borrow 350' Rt Sta. L 583				
To be used	Borrow Surface				
Sampled by	Topping-Base Surf.			Date received	Oct. 6, 1953
Laboratory No.	J. A. Larson			Quantity represented	
Data Sheet No.	321744	Type of Material			
	A24884	Sample No.			

TEST RESULTS

SOIL ANALYSIS:

LL	35 %
PI	27 %
FME	%
SL	%
R	%
Cf	%
LS	%

Classification—Group

Sp. Gr. (Le Chatelier) 2.75

Sand Equivalent 13.0 %

SIEVE ANALYSIS: Wet

Ret. on	% Single Sieve
10	9.8
20	6.9
40	6.0
60	15.7
140	11.9
200	3.4
P200	46.3

DENSITY DETERMINATION:

Dry Density, lbs/c. f.	% Moisture
97.0	20.4
98.8	24.1
94.0	27.8

TRIAXIAL SHEAR TEST:

Sample	Remolded	[illegible]	
% Compaction	100	100	100
% Moisture	27.8	30.5	33.0
Depth Ratio Z/R	1.50	2.05	3.20
Pavement Thickness, Z	12	16	26
Angle of Friction, φ °	8	5	2.5
Cohesion, C psi	10.5	6	3.5
R Value	41	28	14

Remarks: This material is the gravel fines passing No. 4, of Lab # 320104.

HYDROMETER ANALYSIS:

	Passing No. 10	Total Sample
Particles larger than 2.0 mm.	0.0 %	9.8 %
Coarse sand, 2.0 to 0.25 mm.	31.6 %	28.5 %
Fine sand, 0.25 to 0.05 mm.	17.4 %	15.7 %
Silt, 0.05 to 0.005 mm.	38.0 %	34.3 %
Clay, smaller than 0.005 mm.	13.0 %	11.7 %
Colloids, smaller than 0.001 mm.	%	%

RECOMMENDATIONS

Material as represented by this sample .... suitable for use.

TEST REPORT DISTRIBUTION:

x Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Skelton
x Resident Engineer Don
Dist. Maint. Supt.
Foreman
x Files
x W. C. Williams
x Larson

J. H.

Engineer of Materials

State Printing 67648

Form E-80—12M—6-53

OREGON STATE HIGHWAY DEPARTMENT

Materials Division

Laboratory Report

Project	92nd. Ave.-Fairview			Prefix No.	26-1015
Highway	T. H. Banfield Expressway			County	Multnomah
Contractor	Gibbons & Reed Co.	Contract No.	3807	F. A. Project No.	UFI-323(2)
Submitted by	James Don			Date reported	Oct. 22, 1953

REPORT ON SAMPLE OF SOIL

Source of material	E. end, Burns Borrow Pit, 350' rt Sta. 1583±		
Sampled at	About 10' cut, West end of cut.		
To be used	Selected Topping	Date received	Oct. 9, 1953
Sampled by	James Larson	Quantity represented	
Laboratory No.	321746	Type of Material	Gravel Fines
Data Sheet No.	A24885	Sample No.	

TEST RESULTS

SOIL ANALYSIS:

LL	20 %
PI	4 %
FME	%
SL	%
R	%
Cf	%
LS	%

Classification—Group

Sp. Gr. (Le Chatelier) 2.69

Sand Equivalent 23.3%

SIEVE ANALYSIS: Wet

Ret. on	% Single Sieve
10	6.8
20	2.4
40	3.5
60	37.1
140	32.1
200	2.6
P200	15.5

DENSITY DETERMINATION:

Dry Density, lbs/c. f.	% Moisture
106.9	10.2
109.8	12.5
112.9	14.8
112.5	17.4

TRIAXIAL SHEAR TEST:

Sample	Remolded	~~Undisturbed~~	
% Compaction	100	100	100
% Moisture	17.4	18.8	20.9
Depth Ratio Z/R	.75	.75	2.05
Pavement Thickness, Z	6	6	16
Angle of Friction, φ °	33	27.5	9
Cohesion, C psi	6	3	0
R Value	77	67	28

Remarks: This material is the gravel fines passing No. 4, of #320453.

HYDROMETER ANALYSIS:

	Passing No. 10	Total Sample
Particles larger than 2.0 mm.	0.0 %	6.8 %
Coarse sand, 2.0 to 0.25 mm.	46.2 %	43.0 %
Fine sand, 0.25 to 0.05 mm.	37.3 %	34.8 %
Silt, 0.05 to 0.005 mm.	12.0 %	11.2 %
Clay, smaller than 0.005 mm.	4.5 %	4.2 %
Colloids, smaller than 0.001 mm.	%	%

RECOMMENDATIONS

Material as represented by this sample .... suitable for use.

TEST REPORT DISTRIBUTION:

- x Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer Skelton
- x Resident Engineer Don
- Dist. Maint. Supt.
- Foreman
- x Files
- x Larson
- x W. C. Williams

Engineer of Materials

State Printing 67648

Form E-61—15M—5-53

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

LABORATORY REPORT

Project 92nd. Ave.-Fairview
Highway T. H. Banfield Expressway
Contractor Gibbons & Reed Co.
Submitted by James Don
Contract No. 3807
Prefix No. 26-1015
County Multnomah
F. A. Project No. UI-323(2)
Date reported Oct. 22, 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material East end of Burns Borrow Pit, 350' rt. of Sta. 1 531t. 92nd. Ave.-Fairview
Sampled at About 10' cut, W. end of cut.
To be used Base Surfacing
Sampled by James Larson
Date received Oct. 9, 1953
Quantity represented

TEST RESULTS

Laboratory No. 320453
Data Sheet No. A24835
Type of material Gravel
Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
4	0	0	
3	4.6	4.6	
2	9.9	14.5	
1½	16.6	31.1	
1	20.3	51.4	
3/4	10.7	62.1	
1/2	10.7	72.8	
1/4	6.9	79.7	
4	1.1	80.8	
10	2.1	82.9	
40	1.9	84.8	
Pass	15.2	15.2	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler	14.5	
Specific gravity (Le Chatelier)	2.69	
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss	4.4	
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	4	%
Manufactured fines		%
Liquid limit: Natural fines	20	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample .... suitable for use. Excess P.I.

TEST REPORT DISTRIBUTION:

x Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Skelton
x Resident Engineer Don
Dist. Maint. Supt.
Foreman
x Files
x Larson
x W. C. Williams

Engineer of Materials

State Printing 66226

FORM E-123 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

October 14, 1953

Mr. J. G. Kimmell, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Your File: D 9016-32-14

NOTED
W. C. WILLIAMS

Dear Sir:

This will acknowledge receipt of your letters under date of October 9 advising that damage reported on the 92nd Avenue-Fairview Section in your letter of September 21 occurred at Railroad M.P. 11.6 instead of Railroad M.P. 12.6, and that damage occurred to railroad communication lines on this section on October 5 at the same mile point.

Very truly yours,

R. H. Baldock
State Highway Engineer

By W W Stiffler

W. W. Stiffler
Assistant State Highway Engineer

me

cc Mr. W. C. Williams

EIVE

Office of Superintendent
2525 N. Larrabee Avenue
Portland 12, Oregon

OCTOBER 9, 1953

(File D 9016-32-14)

REGISTERED MAIL -
RETURN RECEIPT REQUESTED.

Continental Casualty Company
Chicago, Illinois

cc: Gibbons & Reed Company
229 W. 3d South Street
Salt Lake City, Utah

Continental Casualty Company
320 E. 4th South Street
Salt Lake City, Utah

cc: Gibbons & Reed Company
P. O. Box 223
Cascade Locks, Oregon

Lloyd's, London
c/o Rathbone, King & Seeley
114 Sansome Street
San Francisco 4, California

cc: Oregon State Highway Dept.
Salem, Oregon
(Atten: Mr. R. H. Baldock,
State Highway Engineer)

Lloyd's, London
c/o Rathbone, King & Seeley
310 S. W. Fourth Avenue
Portland 4, Oregon

Gentlemen:

Please refer to my letter of SEPTEMBER 21, 1953 advising of the intentions of Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company to present a claim under Lloyd's, London Cert. No. L-39565 and the primary insurance, Continental Casualty Company Policy No. GPL-1145485, in connection with the operations of Gibbons & Reed Company, which resulted in damage to railroad communication line on September 15, 1953, at Railroad M. P. 12.6.

This is to advise you the Railroad Mile Post 12.6, stated in the above-mentioned letter, should have been 11.6. Kindly correct your records accordingly.

Please acknowledge receipt of this letter.

Yours very truly,

J G Kimmell

J. G. Kimmell, Superintendent

Office of Superintendent
2525 N. Larrabee Avenue
Portland 12, Oregon

OCTOBER 9, 1953

(File: D 9016-32-14)

REGISTERED MAIL
RETURN RECEIPT REQUESTED.

Continental Casualty Company
Chicago, Illinois

Continental Casualty Company
320 E. 4th South Street
Salt Lake City, Utah

Lloyd's, London
c/o Rathbone, King & Seeley
114 Sansome Street
San Francisco 4, California

Lloyd's, London
c/o Rathbone, King & Seeley
310 S. W. Fourth Avenue
Portland 4, Oregon

cc: Gibbons & Reed Company
229 W. 3d South Street
Salt Lake City, Utah

cc: Gibbons & Reed Company
P. O. Box 223
Cascade Locks, Oregon

cc: Oregon State Highway Dept.
Salem, Oregon
(Atten: Mr. R. H. Baldock,
State Highway Engineer)

Gentlemen:

Please refer to underwriters of Lloyd's, London Cert. No. L-39565 and the primary insurance, Continental Casualty Company Policy No. GPL-1145485 in favor of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and The Western Union Telegraph Company, covering construction of the 92nd Avenue to Fairview Section of the Banfield Expressway located in Multnomah County, Oregon.

In accordance with the above-mentioned policies, Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company hereby notify you that railroad communication lines were damaged OCTOBER 5, 1953, at Railroad M. P. 11.6, by operations of State Highway Contractor, GIBBONS & REED COMPANY.

We expect to present claim for this damage when the amount is determined.

Please acknowledge receipt of this notice?

Yours very truly,

J. G. Kimmell

J. G. Kimmell, Superintendent

RECEIVED
SEP 28 1953
FOR FILING

[illegible]

2817

September 25, 1953

Mr. J. G. Kimmell, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Your File: D 9016-32-14

Dear Sir:

This will acknowledge receipt of your letter of September 21 advising of damage to railroad communication lines on September 15, at Railroad M.P. 12.6, by operations of Gibbons & Reed Company, contractor on the 92nd Avenue-Fairview Section.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

me

Office of Division Engineer
2525 North Larrabee Avenue
Portland 12, Oregon

SEPTEMBER 21, 1953

(File D 9016-32-14)

REGISTERED MAIL -
RETURN RECEIPT REQUESTED.

Continental Casualty Company
Chicago, Illinois

Continental Casualty Company
320 E. 4th South Street
Salt Lake City, Utah

Lloyd's, London
c/o Rathbone, King & Seeley
114 Sansome Street
San Francisco 4, Calif.

Lloyd's, London
c/o Rathbone, King & Seeley
310 S. W. Fourth Avenue
Portland 4, Oregon

cc: Gibbons & Reed Company
229 W. 3d South Street
Salt Lake City, Utah

cc: Gibbons & Reed Company
P. O. Box 223
Cascade Locks, Oregon

cc: Oregon State Highway Dept.
Salem, Oregon
(Atten: Mr. R. H. Baldock,
State Highway Engineer)

Gentlemen:

Please refer to underwriters of Lloyd's, London Cert. No. L-39565 and the primary insurance, Continental Casualty Company Policy No. CPL-1145485 in favor of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and The Western Union Telegraph Company, covering construction of the 92d Avenue to Fairview Section of the Banfield Expressway located in Multnomah County, Oregon.

In accordance with the above-mentioned policies, Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company hereby notify you that railroad communication line was damaged SEPTEMBER 15, 1953, at Railroad M.P. 12.6, by operations of State Highway Contractor, Gibbons & Reed Company.

We expect to present claim for this damage when the amount is determined.

Please acknowledge receipt of this notice?

Yours very truly,

J G Kimmell

J. G. Kimmell, Superintendent

RECEIVED
AUG [illegible] 1953
FOR FILING

B71- [illegible]

3207

August 24, 1953

Mr. J. G. Kimmell, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Your File: D 9016-32-14

Dear Sir:

This will acknowledge receipt of your letter of August 18 advising that railroad property at Railroad M.P. 6.2 on the 92nd Avenue-Fairview Section of the Banfield Expressway was damaged on August 17 by operations of the contractor, Gibbons & Reed Company.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

me

Office of Superintendent
2525 North Larrabee Avenue
Portland 12, Oregon

AUGUST 18, 1953

(File D 9016-32-14)

REGISTERED MAIL -
RETURN RECEIPT REQUESTED.

Continental Casualty Company
Chicago, Illinois

Continental Casualty Company
320 E. 4th South Street
Salt Lake City, Utah

Lloyd's, London
c/o Rathbone, King & Seeley
114 Sansome Street
San Francisco 4, California

Lloyd's, London
c/o Rathbone, King & Seeley
310 S. W. Fourth Avenue
Portland 4, Oregon

cc: Gibbons & Reed Company
229 W. 3d South Street
Salt Lake City, Utah

cc: Gibbons & Reed Company
P. O. Box 223
Cascade Locks, Oregon

cc: Oregon State Highway Department
☞ Salem, Oregon
(Atten: Mr. R. H. Baldock,
State Highway Engineer)

Gentlemen:

Please refer to underwriters of Lloyd's, London Cert. No. L-39565 and the primary insurance, Continental Casualty Company Policy No. OPL-1145485 in favor of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and The Western Union Telegraph Company, covering construction of the 92d Avenue to Fairview Section of the Banfield Expressway located in Multnomah County, Oregon.

In accordance with the above-mentioned policies, Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company hereby notify you that railroad property (including communication wires) was damaged AUGUST 17, 1953, Railroad M.P. 6.2, by operations of the State Highway Contractor, Gibbons & Reed Company.

We expect to present claims for this damage when the amount is determined.

Please acknowledge receipt of this notice?

Yours very truly,

J G Kimmell

J. G. Kimmell, Supt.

RECEIVED

FOR FILING

FORM E-30 25M 9-51 52319

BFI-[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 21, 1953

To:

Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

SUBJECT:

NOTED
W. C. WILLIAMS

Dear Sir:

The Subcontract between Gibbons and Reed and Frank Kanehl, covering Item 2 and the excavation, installing, and back filling on Items 13 to 16 inclusive, 18 and 19, on the 92nd Avenue-Fairview Contract No. 3807, Oregon BFI-323(2), is approved and you may so inform the interested parties.

The amount of this Subcontract is estimated to be $5,800.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:js

cc W. C. Williams
2 - C. G. Polk

FORM [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

May 28, 1953

Union Pacific Railroad Company
Office of the District Claim Agent
452 Pittock Block
Portland 5, Oregon

Attention: Mr. John T. Trout,
District Claim Agent

Re: Your File No. 425-M-53
Our File No. BFI-323 (2)
Eugene R. Dennis - Dead Cow

Dear Sir:

In reply to yours of May 12, 1953, in regard to the above captioned matter, please be advised that our investigation indicates no liability on the part of the State in this matter.

We have been in contact with the claims manager, Mr. Dan Flood, of the Continental Casualty Insurance Company, and Mr. Flood advises that the prime contractor, Gibbons & Reed Company, subcontracted that portion of the job involving this claim. Mr. Flood further advised that he is communicating with the subcontractor's insurance company to investigate this matter further.

If we may be of any further assistance in this matter, please do not hesitate to contact this office.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By
EARL M. PRESTON
Assistant Attorney

EMP/mlk
cc: Mr. W. C. Williams

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 3, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-323(2), 92nd Avenue-Fairview Section of the T. H. Banfield Expressway have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
C. G. Polk
District Engineer

RECEIVED
FOR FILING

January 13, 1953

Oregon State Highway Commission

Gentlemen:

In the construction of the Banfield Expressway between 92nd Avenue and Fairview, we find it necessary to rearrange water lines of the Rockwood Water District, which work is estimated to cost $9,XXX.

It has been our custom in the past to absorb the cost of rearrangement of public-owned water facilities, and I recommend that you approve the reestablishment of the Rockwood Water District's facilities. Cost of the work will be charged against the contingency fund of the project authorization, so that no additional financing will be required.

This matter will be on the next agenda, and I recommend your approval.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me

cc Mr. H. G. Smith
Mr. S. H. Probert
Mr. C. H. Maison

FORM E-90 25M 9-51 82319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 14, 1953

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

I am attaching copies of correspondence relative to Contract No. 3807, 92nd Avenue-Fairview Section of the T. H. Banfield Expressway, which are more or less self-explanatory.

In order to construct the Expressway from Station 435 to Station 730, it will be necessary to re-arrange water mains of the Rockwood Water District, and there is probably no way that the expense of this move could be collected from the owners.

The work has been estimated to cost $5,000.00, and I assume that you will wish to secure permission of the Highway Commission for doing the work, the $5,000.00 to be charged against the job contingency fund.

Very truly yours,

H. G. Smith
Construction Engineer

By

Forrest Cooper
Ass't. Construction Engineer

FC:sh

Encls.

FORM E-20 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 14, 1953

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

I am attaching copies of correspondence relative to Contract No. 3807, 92nd Avenue-Fairview Section of the T. H. Banfield Expressway, which are more or less self-explanatory.

In order to construct the Expressway from Station 435 to Station 730, it will be necessary to re-arrange water mains of the Rockwood Water District, and there is probably no way that the expense of this move could be collected from the owners.

The work has been estimated to cost $5,000.00, and I assume that you will wish to secure permission of the Highway Commission for doing the work, the $5,000.00 to be charged against the job contingency fund.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:sh

Encls.

FORM E-30X 25M 3-51 47196

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
January 12th, 1953

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I am enclosing herewith copy of D. J. Barbee's letter of January 9th with which is attached an Order for State Force Work on contract 3807, 92nd Avenue-Fairview Section, at an estimated amount of $5000.00 to reimburse the Rockwood Water District for adjusting their existing water lines to the new grade alignment on the T. H. Banfield Expressway. Also attached is an Order for Extra Work in the amount of $500.00 to reestablish the Osburn Park water main at Osburn Avenue.

The Rockwood Water District is in exactly the same status as the Hazelwood Water District, and I presume should be entitled to reimbursement for adjusting their water lines to meet our new construction. In regard to the Osburn Park water system, this is a privately owned public utility, and is located on right of way for Osburn Road. You will note on the enclosed copy of letter dated August 8, 1952 from Eugene Laird, attorney for the Osburn Park Water System, that they expect the cost of any moving of their line to be borne by the state. This system has been in for a good many years, and it is presumed that when it was constructed, either permission or a permit was obtained from the county. However, the county have been unable to find any permit covering this line.

Will you advise the action taken on these orders?

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: D. J. Barbee

RECEIVED
JAN 13
OFFICE OF
CONSTRUCTION ENGINEER

C
O
P
Y

FORM E-30 25M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
January 9, 1953

SUBJECT:

To: Mr. A. G. Skelton
Division Engineer
Offuce

Dear Sir:

Am submitting herewith forms for State Force Work on the 92nd Avenue-Fairview Section of the T. H. Banfield Expressway, Contract 3807.

This order is for the work of re-arranging the facilities of the Rockwood Water District, work to be done by the Rockwood Water District forces. The cost of this work as estimated by the District is $ 5,000.

The Highway Commission has approved payment to the Hazelwood Water District for re-arranging their mains but no action has been taken on work necessary on the Rockwood Water Mains.

Am also including forms for EWO for lowering a 4 inch water main on Osburn Road. This main is the property of the Osburn Park Water System which is considered a public utility by the owners, Paul P. Schatz Jr. and Elsie Wilene Schatz, his wife. If we are to do this work it should be done by our contractor under this EWO as this small water system has no crew of its own. Normally we do not pay for revisions to public utilities. The owner, thru his attorney, has stated that they expect any revision cost to be at State expence. This main has been in use for a long period and is located in Osburn Road by permit from Multnomah County. The County states that there has been a permit issued for this pipe but that the time was so long ago it would be impossible to locate same, to find if there was any limiting clauses.

If it is decided that the State should not make this revision at their expence, please notify me of means of procedure. Our contractor should be doing his grading work in this area some time this summer and we cannot arbitrarily remove this main, depriving these people of water.

Am inclosing also a letter from Mr. H. G. Smith with a letter from Eugene E. Laird, attorney for Mr. Schatz.

Very truly yours,

/s/ D. J. Barbee

D. J. Barbee
Resident Engineer

incl.
cc

cc Mr. W. C. Williams
Mr. S. H. Probert

RECEIVED
[illegible] 1953
FOR FILING

BFI-323(2)

3F07

BFI-323(2)

January 9, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Our December 19 letter advised you that approval of the State-Railroad agreement for Oregon Project BFI-323(2), 92nd Avenue-Fairview Section of the T. H. Banfield Expressway, was being withheld pending receipt of a detailed estimate of cost as required by Section VII of General Administrative Memorandum No. 299. Will you please obtain and submit the estimate as soon as possible.

Very truly yours,

C. G. POLK
District Engineer

By

A. F. HESTER
Highway Engineer

Original to Mr. [illegible]

RECEIVED
JAN 9 1953
OREGON
STATE HIGHWAY COMMISSION

cc Mr. W. C. Williams
Mr. S. H. Probert

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

October 6, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Our Washington office have the following comments to make relative to the P. S. & E. documents for Oregon Project BFI 323 (2) T. H. Banfield Expressway in Multnomah County.

> "We note that the points of ingress and egress for this expressway are located rather far apart and are designed to primarily serve traffic to and from the west. We appreciate the fact that this new facility will parallel existing routes but it is suggested that consideration be given to providing additional points of ingress and egress for local traffic. Connections should be provided to serve the traffic to and from the east. If the State does not deem it necessary to provide additional connections at this time it would be desirable to acquire sufficient right-of-way and locate the expressway in order to leave sufficient room between the roadway and the railroad to provide these connections in the future.
>
> Other cities have found that local traffic will use expressways rather than major streets even though the distance that they travel on the expressway may be rather short. Your comments and those of the State on the above suggestions will be appreciated."

This matter was discussed informally with your Mr. Probert at the time we were reviewing the P. S. & E. design. However, to comply with the last sentence of the Washington office letter we would appreciate receiving your written comments.

Yours very truly,

C G Polk
C. G. Polk
District Engineer

RECEIVED

RECEIVED

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

EFI-323(2)

[illegible]

January 6, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-323(2), 92nd Avenue-Fairview Section of the T. H. Banfield Expressway (County Road Approach Grading), have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending receipt of advice that all rights of entry have been acquired and ponding receipt of copies of the railroad agreement.

Yours very truly,

C. G. POLK
District Engineer

By:
A. F. Bester
A. F. Bester
Highway Engineer

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 29 1952
FOR FILING

December 24, 1952

Mr. A. McAllister, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Your File: D 9016-32-14

Dear Sir:

This will acknowledge receipt of your letter of December 16 advising that railroad property, including communication wires and pole line, was damaged on October 8 at Railroad M.P. 7.9 by the operations of Gibbons & Reed Company, contractor on the 92nd Avenue-Fairview Section of the Banfield Expressway.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

me

cc Mr. W. C. Williams

Office of Superintendent
2525 N. Larrabee Avenue
Portland 12, Oregon

December 16, 1952

(File Ref. D 9016-32-14)

REGISTERED MAIL -
RETURN RECEIPT REQUESTED

Continental Casualty Company
Chicago, Illinois

Continental Casualty Company
320 E. 4th South Street
Salt Lake City, Utah

Lloyd's, London
c/o Rathbone, King & Seeley
114 Sansome Street
San Francisco 4, California

Lloyd's, London
c/o Rathbone, King & Seeley
310 S. W. Fourth Avenue
Portland 4, Oregon

cc: Gibbons & Reed Company
223 W. 3d South Street
Salt Lake City, Utah

cc: Gibbons & Reed Company
P. O. Box 223
Cascade Locks, Oregon

cc: Oregon State Highway Dept.
Atten: Mr. R. H. Baldock,
State Highway Engineer
Salem, Oregon

Gentlemen:

Please refer to underwriter's of Lloyd's, London Cert. No. L-37565 and the primary insurance, Continental Casualty Company Policy No. GPL-114435 in favor of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and The Western Union Telegraph Company, covering construction of the 92d Avenue to Fairview Section of the Banfield Expressway located in Multnomah County, Oregon

In accordance with the above-mentioned policies, Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company hereby notify you that railroad property, including communication wires and pole line, was damaged by the operations of the State Highway contractor, Gibbons & Reed Company, on October 8, 1952 at R.R. M.P. 7.9.

We will expect to present claims for this damage when the amount is determined.

Please acknowledge receipt of this notice?

Yours very truly,

A. McAllister

A. McAllister,
Superintendent

RECEIVED
NOV 5 1952
FOR FILING

November 3, 1952

Gibbons & Reed Company
259 West 3rd South St.
Salt Lake City, Utah

Gentlemen:

We enclose herewith, for your files, a fully executed copy of contract No. 3807, which was awarded to you on October 2, 1952 by the State Highway Commission, for grading on the 92nd Avenue-Fairview Section of the T. H. Banfield Expressway in Multnomah County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
NOV
FOR FILING

November 3, 1952

Gibbons & Reed Company
259 West 3rd South St.
Salt Lake City, Utah

Gentlemen:

We enclose herewith, for your files, a fully executed copy of contract No. 3807, which was awarded to you on October 2, 1952 by the State Highway Commission, for grading on the 92nd Avenue-Fairview Section of the T. H. Banfield Expressway in Multnomah County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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FOR FILING
BFI-323 (2)
FORM E-30X 25M 4-52 [illegible]
3807

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 31, 1952

SUBJECT:

NOTED
W. C. WILLIAMS

To:

Mr. A. G. Skelton
Division Engineer
State Highway Dept.
Portland, Oregon

Dear Sir:

The subcontract between Gibbons & Reed Company and the Cody Logging Company covering Item No. 1 on Contract No. 3807, 92nd Ave. - Fairview Section, Ore. BFI-323 (2), is approved, and you may so inform the interested parties.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc W. C. Williams
C. G. Polk (2)

RECEIVED
OCT 7 - 1952
FOR FILING

BFI - [illegible]

[illegible]

October 3, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on September 17, 1952, on Contract No. 3807, 92nd Avenue-Fairview Section, in connection with Federal Aid Project No. BFI - 323 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/ee

RECEIVED
NOV 14 1952
FOR FILING

Telegram attached

October 2, 1952

Gibbons & Reed Company
259 West Third South Street
Salt Lake City, Utah

Gentlemen:

The State Highway Commission on August 19 accepted your proposal to perform grading and paving work on the 92nd Avenue-Fairview Section of the T. H. Banfield Expressway in East Portland in Multnomah County, for the sum of $468,483.50, and on the same day awarded Contract No. 3407 to you subject to clearance of right of way matters and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Mr. W. M. Fransen
Mr. H. G. Smith
Mr. S. H. Probert
Mrs. Goldie Lewis

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
October 2, 1952

Gibbons & Reed Company
259 West 3rd South Street
Salt Lake City, Utah

The State Highway Commission today received satisfaction of condition governing award to you of contract for 92nd Avenue-Fairview Section of T. H. Banfield Expressway in Multnomah County for which you submitted low bid on August 19. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary,
OREGON STATE HIGHWAY COMMISSION

cc - CONFIRMATION
C. W. Head
Accounting (5001-900)
Files

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STATE HIGHWAY COMMISSION

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FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

October 2, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project BFI-323(2), 92nd Avenue-Fairview Section of the T. H. Banfield Expressway, we hereby concur as of this date in award of contract No. 3807 to Gibbons and Reed Company of Salt Lake City, Utah, low bidder in the amount of $468,483.50 at the August 19, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

NOTED
State Highway Engineer

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

October 2, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the 92nd Avenue-Fairview Section of the T. H. Banfield Expressway in Multnomah County, Project BFI-323 (2), to Gibbons & Reed Co. of Salt Lake, Utah, on the basis of the bid of $468,483.50 submitted by it on August 19, 1952.

All rights of entry required for this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:tp

RECEIVED
FOR FILING

FORM E-30X 15M 1-50 58419

BF1-323(1)

3807

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
September 16, 1952

SUBJECT: 92nd Ave.-Fairview Unit
Banfield Expressway
Multnomah County

To: ~~Mr. H. G. Smith~~
~~Construction Engineer~~
~~OFFICE~~

NOTED
W. C. WILLIAMS

The construction plans for the 92nd Avenue-Fairview Unit of the Banfield Expressway in Multnomah County indicate that a roadside ditch is to be constructed on the southerly side in the vicinity of Station 600+00. Somewhere near the center of this ditch a culvert is to be placed under the highway fill to carry the water northerly.

Due to some complications which have arisen as a result of a suit in condemnation to acquire the property, the Legal Department would be in a better position if this ditch were not constructed. Unless there is some substantial reason to construct this ditch, it is requested that it be omitted from the plans.

Forrest Cooper

FORREST COOPER
Right of Way Engineer

FC:lb

cc: Mr. C. W. Enfield
Mr. W. C. Williams ✓

RECEIVED
SEP 16 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 21 1952
FOR FILING

BFI-323(2)

3807

August 14, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing six copies of letter sent to prospective bidders for the 92nd Avenue-Fairview Section, Project No. BFI-323 (2) advising of a change in its bid quantity for the item of "Sprinkling" which quantity has been changed from 60 M-gal. to 4,500 M-gal.

This change has been occassioned by the contemplated use of water on the selected materials placed in the upper portion of the roadbed for the purpose of securing better compaction of the materials.

The corrected quantity will be incorporated in the estimate submitted to you, as basis for the project agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:mlr

Encls.

RECEIVED
FOR FILING

FFI-[illegible]

3807

August 13, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

I enclose herewith a copy of a letter signed by L. G. Apperson, City Engineer of Portland, which letter bears the approval of William A. Bowes, Commissioner of Public Works.

The intent of this letter is to authorize the State Highway Commission to close N. E. 91st Avenue and N. E. 92nd Avenue from the north line of N. E. Hassalo Street to the south line of N. E. Wasco Street, and N. E. Wasco Street from the west line of N. E. 91st Avenue to the east line of N. E. 92nd Avenue. This matter will be covered in the formal agreement with the City when the next project on the Banfield Expressway is initiated within the city limits of Portland.

On the basis of this letter we will appreciate your approval of plans for the 92nd Avenue-Fairview Section.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

Encl.

WM. A. BOWES
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

A. D. VANCE
ASSISTANT TO COMMISSIONER
L. G. APPERSON
CITY ENGINEER

CITY OF PORTLAND
OREGON

FFI-3-3(6)
#3807

August 12, 1952

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Att'n - Mr. John W. Cattrall
Engineer, County & City
Relations.

Gentlemen:

In answer to your letter of August 12 in regard to the contract which the Highway Commission is about to award for the improvement of the T. H. Banfield Express Way, known as the 92nd Avenue-Fairview Section. Your letter explains that in order to equalize the construction and take care of the necessary fills, it will be necessary for the contract to extend approximately 500 feet within the city limits, and you would like to include this approximately 500 feet with the agreement to the City for the first contract within the city limits.

This appears to be a reasonable request and this office can see no objection to handling it in this manner.

I understand the fills will be entirely upon State owned property except for the portion that may encroach upon street area.

You request the closure of N.E. 91st Avenue and N.E. 92nd Avenue from the north line of N.E. Hassalo Street to the south line of N.E. Wasco Street, and N.E. Wasco Street from the west line of N.E. 91st Avenue to the east line of N.E. 92nd Avenue.

In view of the fact that the State owns all of the property abutting upon upon both sides of the street except for the north side of N.E. Wasco Street which is owned as railroad right of way, this office can see no objection to this closure to go forward with the construction. It is understood that if any complaints are received in regard to this work that the State will be expected to satisfy same.

Approved
Wm A Bowes
Com. P.W.

Yours very truly,

L G Apperson

L. G. APPERSON
City Engineer

LGA chv

RECEIVED
SEP 8 1952
FOR FILING

BF1-323(2)

3867

August 6, 1952

Board of County Commissioners of Multnomah County
Portland, Oregon

Gentlemen:

I am enclosing herewith the original and one copy of the agreement between the State and Multnomah County concerning the construction of the Banfield Expressway, which agreement has been revised to incorporate revision of the plan as agreed to at N. E. 132nd Avenue.

You will note, under Item 8, on Page 6, that it is now specifically provided in the agreement that if and when it becomes necessary to construct a county road at or near N. E. 132nd Avenue the State will bear all of the costs of such construction under the Banfield Expressway within the limits of the State's right of way.

I believe this to be in entire conformance with the agreement arrived at in my meeting with you on August 1, and I will very much appreciate your early approval of the agreement forms and their subsequent return so that they may be executed by the Highway Commission at its forthcoming meeting on August 18. We have advertised this section of the Banfield Expressway for bids which will be opened at the August 18 and 19 meeting, provided this agreement has been executed by that date.

Thanking you for your courtesy in our dealings on this matter, I am,

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW:me

Encl.

RECEIVED
SEP 8 1952
FOR FILING

BF1-323(2)

3807

August 6, 1952

Board of County Commissioners of Multnomah County
Portland, Oregon

Gentlemen:

I am enclosing herewith the original and one copy of the agreement between the State and Multnomah County concerning the construction of the Banfield Expressway, which agreement has been revised to incorporate revision of the plan as agreed to at N. E. 132nd Avenue.

You will note, under Item 8, on Page 6, that it is now specifically provided in the agreement that if and when it becomes necessary to construct a county road at or near N. E. 132nd Avenue the State will bear all of the costs of such construction under the Banfield Expressway within the limits of the State's right of way.

I believe this to be in entire conformance with the agreement arrived at in my meeting with you on August 1, and I will very much appreciate your early approval of the agreement forms and their subsequent return so that they may be executed by the Highway Commission at its forthcoming meeting on August 18. We have advertised this section of the Banfield Expressway for bids which will be opened at the August 18 and 19 meeting, provided this agreement has been executed by that date.

Thanking you for your courtesy in our dealings on this matter, I am,

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW:me

Encl.

[illegible] FOR FILING

File

OREGON DISTRICT

BFI-323(2)

3807

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

August 4, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-323(2), 92nd Avenue-Fairview Section of the T. H. Banfield Expressway, have today been recommended for approval subject to such changes as may be required by our Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending receipt of advice that all rights of way or rights of entry have been acquired.

Please furnish the usual copies of an encroachment resolution by the Portland City council covering the portion of the project located within the city limits.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
AUG 12 1952
OREGON
STATE HIGHWAY COMMISSION

Contract 3807

Salem, Oregon **January 8**, 19**57**

STATE OF OREGON

To **Union Pacific Railroad Company, Omaha 2, Nebraska**, Dr.

Project **82nd Ave.-122nd Ave. Section**

Highway Comm. Agreement No. **400**

Sub-Division No.

Ry. Company's Agreement No. **Audit 78838**

Estimate No. **2 Final**

Period Covered **Entire job**

Prefix & Acct. No. **26-1015**

Item	Total Amount to Date	Previous Amount	Present Amount
Bill 716133	**6733.63**	**6733.63**	
Totals	**6733.63**	**6733.63**	**-0-**
Retained **No** %	**-0-**	**673.36**	**673.36**
Total Payments	**6733.63**	**6060.27**	**673.36**

Pay This Estimate $ **673.36**

Computed by ______ Checked by ______

Approved Field Engr. ______

Previous Voucher No. ______

Approved:

Bridge Office Engineer

UNION PACIFIC RAILROAD COMPANY

FORM 260
7-56-25M

ACCOUNTING DEPARTMENT

R. M. SUTTON, VICE PRESIDENT AND GENERAL AUDITOR
E. M. KERRIGAN, SENIOR ASSISTANT GENERAL AUDITOR
H. J. BEARSS, ASSISTANT GENERAL AUDITOR

E. R. MILLER, AUDITOR OF DISBURSEMENTS
L. V. PEART, AUDITOR OF GENERAL AND STATION ACCOUNTS
G. A. O'KEEFE, AUDITOR OF MISCELLANEOUS ACCOUNTS

L. C. CHAMBERLIN, AUDITOR OF FREIGHT ACCOUNTS
H. B. JACOBSEN, AUDITOR OF PASSENGER ACCOUNTS
L. R. HILKER, AUDITOR OF EQUIPMENT SERVICE ACCOUNTS

OMAHA 2, NEBRASKA.

October 30, 1956

G 13-0

Mr. P. M. Stephenson,
Bridge Engineer,
Oregon State Highway Department,
Salem, Oregon.

Dear Sir:

This refers to your letter of September 19, 1956, relative to our agreement audit No. 78838.

Our bill No. 716133, amount $6,733.63, covers all the expense in connection with this agreement, due to the plan for doing this work being revised after this agreement was completed.

Yours truly,

L. V. PEART
WNK

RECEIVED
NOV 2 - 1956
OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

FORM E-123 50M REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

September 19, 1956

Union Pacific Railroad
1416 Dodge Street
Omaha 2, Nebraska

Attn: Mr. L. V. Heart, Auditor of General & Station Accounts

Gentlemen:

RE: G-13-0
Agreement Audit No. 78838

Paragraph 4-B-1 and 4-B-2 gave the estimated cost for work under this agreement as $20,310.00. Your Bill No. 716133 in the amount of $6,733.63. We are wondering whether or not this bill represents the total cost for all work done under the agreement. Will you please advise.

Very truly yours,

P. M. Stephenson
Bridge Engineer

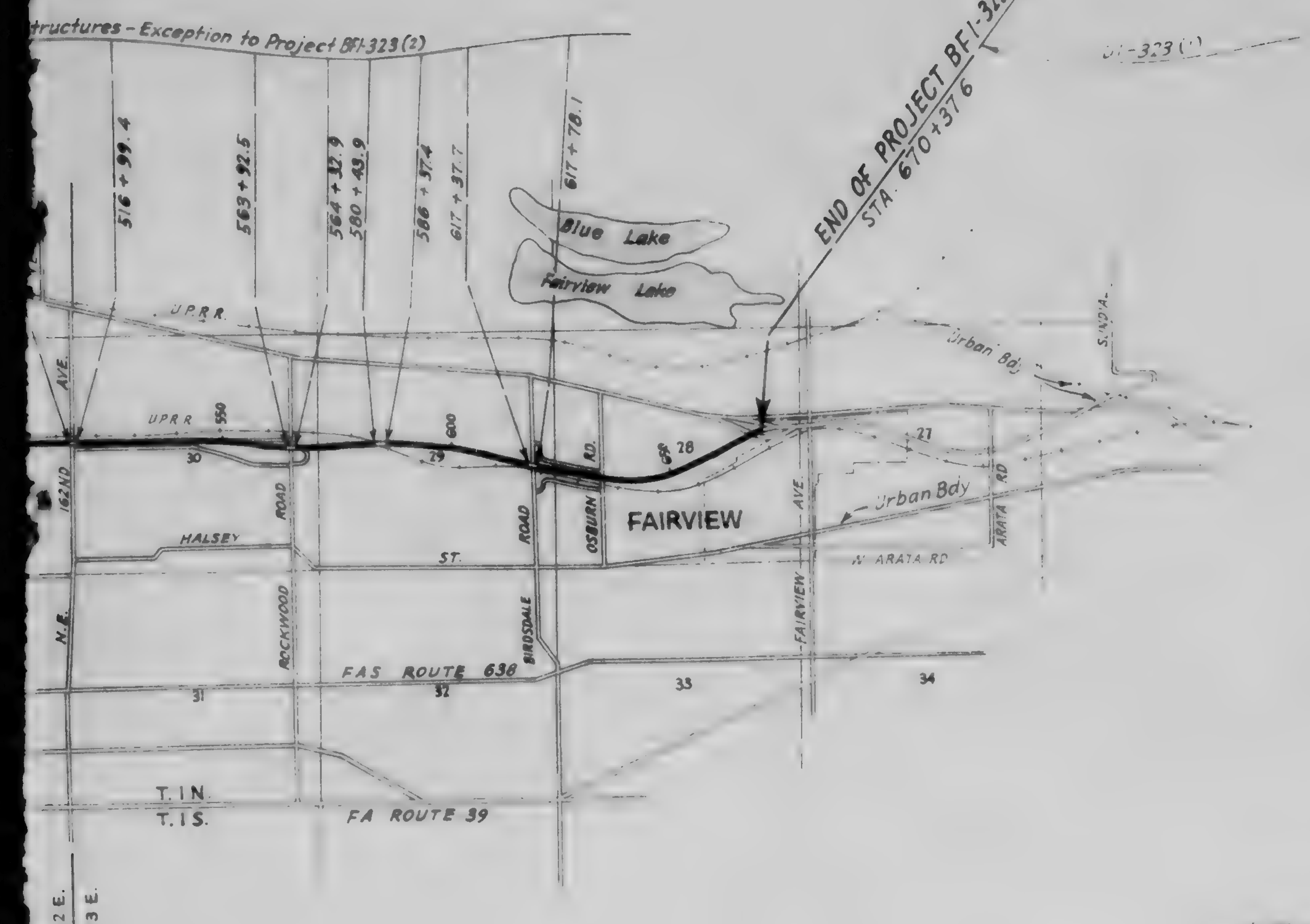
CAG/kcs
cc: C. A. Gardner

2ND AVE.—FAIRVIEW SECTION T.H. BANFIELD EXPRESSWAY MULTNOMAH COUNTY				SHEET No 1
FED. ROAD DIV. No	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	BFI-323(2)		See Index

Contract # [illegible], 10/2/52
26-1015
Gibbons & Reed
RR Agrt # [illegible]00

F OREGON
Y DEPARTMENT
POSED PROJECT

RVIEW SECTION
EXPRESSWAY
H COUNTY
1952



Structures - Exception to Project BFI-323(2)
516 + 99.4
563 + 92.5
564 + 32.9
580 + 43.9
586 + 37.4
617 + 37.7
617 + 78.1
Blue Lake
Fairview Lake
END OF PROJECT BFI-323(2)
STA. 670+37.6
BI-323(1)
U.P.R.R.
UPRR
550
600
650
30
29
28
27
Urban Bdy
Urban Bdy
S.N.D.A.
162ND AVE.
N.E.
ROCKWOOD
ROAD
BIRDSDALE
ROAD
OSBURN RD.
FAIRVIEW
FAIRVIEW AVE.
ARATA RD.
HALSEY ST.
N. ARATA RD.
FAS ROUTE 638
31
32
33
34
T. 1 N.
T. 1 S.
FA ROUTE 39
R. 2 E.
R. 3 E.

n Map

Feet
00 4000

STATE HIGHWAY ENGINEER

157
R. H. BALDOCK
NOV 8 1949

STATE HIGHWAY COMMISSION
BEN R. CHANDLER Chairman
CHAS. H. REYNOLDS Commissioner
M. K. McIVER Commissioner

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

RECOMMENDED FOR APPROVAL

DISTRICT ENGINEER DATE

APPROVED

DIVISION ENGINEER DATE

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Summary
2-A	Typical Sections
3-15	Plan & Profile
16-17-18	County Road Connections Profiles

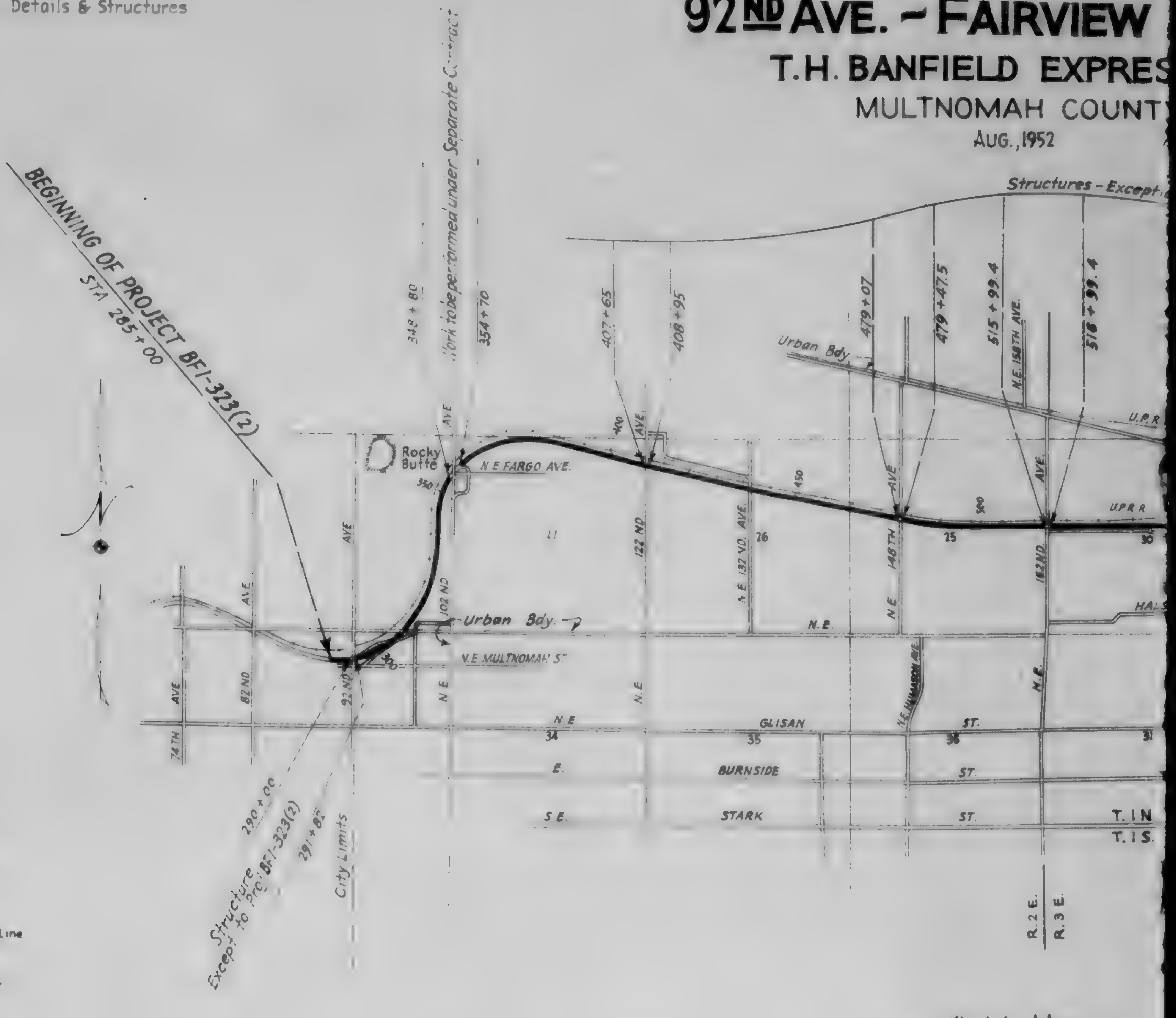
Drg. Nos

2050
2050-A
2051
2077
} Misc. Details & Structures

STATE OF OREC
STATE HIGHWAY DEF

PLANS FOR PROPOSED

92ND AVE. - FAIRVIEW
T.H. BANFIELD EXPRES
MULTNOMAH COUNTY
AUG., 1952


BEGINNING OF PROJECT BF1-323(2)
STA 285+00
N
Work to be performed under Separate Contract
348+80
354+70
Structures - Except
407+65
408+95
479+07
479+47.5
515+99.4
516+99.4
N.E. 158TH AVE.
Urban Bdy
U.P.R
U.P.R.R
Rocky Butte
N.E. FARGO AVE.
350
400
450
500
AVE
AVE.
122 ND
N.E. 132 ND. AVE.
148TH
162 ND.
N.E.
26
25
30
11
HALS
Urban Bdy.
102 ND
82 ND
74TH AVE
92 ND
300
N.E. MULTNOMAH ST
N.E. HUMASON AVE.
N.E. GLISAN ST.
34
35
36
31
E. BURNSIDE ST.
S.E. STARK ST.
T. 1 N
T. 1 S.
R. 2 E.
R. 3 E.
290+00
291+82
Structure Except to Proj. BF1-323(2)
City Limits

Sketch Map

Scale 0 2000 4000 Feet

CONVENTIONAL SIGNS

- State Line
- County Line
- City or Town Limits
- Township Line
- Section Line
- Donation Land Claim Line
- Fence Line
- Guard Rail
- Unfenced Property or Right of Way Line
- Existing Roads
- Trails
- Base or Survey Line
- Railroads
- Retaining Wall
- Culverts
- Drop Inlet
- Trolley Pole
- Power Pole
- Telephone or Telegraph Poles
- Marsh
- Irrigation Ditches
- Bridges
- Trees

Salem, Oregon September 29, 1955

STATE OF OREGON

To Union Pacific Railroad Co., Omaha 2, Nebraska, Dr.

Project 82nd Ave. - 122nd Ave. Section

Highway Comm. Agreement No. 400

Sub-Division No. ________

Ry. Company's Agreement No. Audit 78838

Estimate No. 1

Period Covered Sept. - Dec., 1952

Prefix & Acct. No. 26-1015

Item	Total Amount To Date	Previous Amount	Present Amount
Bill 716133	6,733.63		6,733.63
Totals	6,733.63		6,733.63
Retained 10 %	673.36		673.36
Total Payments	6,060.27		6,060.27

[illegible]

Pay This Estimate $ 6,060.27

Computed by ________ Checked by ________

Approved Field Engr. ________ Approved:

Previous Voucher No. ________

cag

Bridge Office Engineer

1-54 100M

Form 130 A

Highway Commission
State of Oregon

BILL NO. 716133

MONTH'S ACCOUNT July 1955

J.P. DEPT. NO. 5463

DATE MADE 19

To UNION PACIFIC RAILROAD COMPANY, Dr.

Make checks payable to Union Pacific Railroad Company, and address all remittances to the Assistant Treasurer, Omaha 2, Nebr.

FOR cost incurred rearranging communication lines and providing inspection and flagman service for State of Oregon M.P. 6.2 to M.P. 8.1 near Clarnie, Oregon. Completed February 28, 1955. Contract Audit No. 78833 dated Sept. 8, 1952. W O S-3309 Per detail attached	6733	63

OK 11/16/55
by [illegible]

Car

For further information, address Auditor of General and Station Accounts, U. P. R. R. Co., Omaha 2, Nebraska

UNION PACIFIC RAILROAD COMPANY

Cost incurred rearranging communication lines and providing inspection and flagmen service for State of Oregon M.P. 6.2 to M.P. 8.1 near Clarnie, Oregon. Completed February 28, 1955. Contract 78838 dated September 8, 1952.

W.O. S-3309

LABOR: $5778.05

Mo.	Payroll	Day	Hr.	Mo.	Rate	Amount	
9-1952	701 Engr.&Inspect	1-3/8		21	445.00	29.16	
10 "	" " "	7¼		23	445.00	140.29	
11 "	" " "	10-3/8		19	445.00	242.98	
12 "	" " "	12-7/8		22	445.00	260.44	
Trk. 713 Sec. 1 Remove slide at 92nd Fairview Section Account State Engr. did not provide for proper drainage			42		1.6167	67.90	
						740.77	
	3% Vacation allowance on 740.77					22.22	
	6½% RRR & UI Tax 1952 on 740.77 plus 22.22					49.59	
	4% Insurance on 740.77 plus 22.22					30.52	843.10
1-1953	701 Engr.&Inspect	14½		21	445.00	307.26	
2-1953	" " "	13		19	445.00	304.47	
3-1953	" " "	10½		22	459.00	219.06	
"	27 Telg. Gang 016		2		2.882	5.76	
"	Relocation of Telg. Line		268		1.681	450.51	
"			128		1.7989	230.26	
"			155		1.921	297.76	
"			16		2.011	32.18	
"			8		2.522	20.18	
4- "	701 Engr.&Inspect	3½		22	459.00	73.01	
	27 Telg.Dept. Relocate line		32		1.931	61.79	
5- "	701 Engr.&Inspect	3½		21	459.00	76.50	
6- "	" " "	6		22	459.00	125.18	
7- "	" " "	4-3/4		23	459.00	94.79	
8- "	" " "	3-1/8		21	459.00	68.33	
9- "	" " "	4-3/8		21	459.00	95.65	
	27 Telg.Dept.Relocate line		13		1.9623	25.51	
			13		1.9307	25.10	
10 "	701 Engr. Inspect	5-3/8		22	459.00	112.12	
11 "	" " "	5		20	459.00	114.75	

No.	Payroll	Da.	Hr.	Mo.	Rate	Amount	
	27 Telg. Dept. Relocate line		7		2.04	14.28	
	Telg. Dept. Relocate line		3		2.15	6.45	
	Telg. Dept. Relocate line		3		1.723	5.17	
12-53	701 Eng.&Inspect	5½		22	459.00	114.74	
						2880.81	
	3% Vacation allowance on 2880.81					86.42	
	6½% RRR & UI Tax '53 on 2880.81 plus 86.42					192.87	
	4% Insurance on 2880.81 plus 86.42					118.69	3278.79
1-54	701 Engr.&Inspect	3¼		20	480.00	78.00	
2-54	" "	2-1/8		19	480.00	53.69	
3-54	" "	2¼		23	480.00	46.97	
4-54	" "	2-5/8		22	480.00	57.27	
5-54	" "	3-5/8		21	480.00	82.88	
6-54	" "	4-7/8		22	480.00	106.38	
7-54	" "	3-3/4		21	480.00	85.71	
8-54	" "	5		22	480.00	109.09	
9-54	" "	2-7/8		21	480.00	65.73	
10-54	" "	2-5/8		21	480.00	60.02	
11-54	" "	2½		21	480.00	57.14	
12-54	" "	2		23	480.00	41.74	
						844.62	
	3% Vacation allowance on 844.62					25.34	
	6½% RRR & UI Tax '54 on 844.62 plus 25.34					56.55	
	4% Insurance on 844.62 plus 25.34					34.80	961.31
1-55	701 Engr.&Inspect	1½		21	480.00	34.28	
2-55	" "	1-1/8		19	480.00	28.43	
						62.71	
	3% Vacation allowance on 62.71					1.88	
	6½% RRR & UI Tax '55 on 62.71 plus 1.88					4.20	
	4% Insurance on 62.71 plus 1.88					2.58	71.37

Personal Expense 623.48

1952	Sept.	F. I. Dennis	E247045	10.29
	Oct.	"	E240196	52.49
	Nov.	"	E268305	61.21
	Dec.	"	E263408	73.06
1953	Jan.	"	E289373	64.76
	Feb.	"	E284464	56.13

UP.

	Mar.	F. I. Dennis	E309445	54.94	
	Apr.	"	E305110	20.45	
	May	"	E327347	22.34	
	June	"	E329064	22.41	
	July	"	E354637	18.76	
	Aug.	"	E350970	13.85	
	Sept.	"	E377713	29.99	
	Oct.	"	E375632	25.61	
	Nov.	"	E397797	28.86	
	Dec.	"	E393498	10.83	
1954	Jan.	"	E423775	4.15	
	Febr.	"	E419360	4.15	
	March	"	E442197	2.40	
	Apr.	"	E439840	2.90	
	May	"	E461145	5.80	
	June	"	E445418	2.30	
	July	"	E484269	2.55	
	Aug.	"	E476836	3.50	
	Sept.	"	E506987	2.60	
	Oct.	"	E497890	4.90	
	Nov.	"	E525637	5.10	
	Dec.	"	E517310	6.50	
1955	Jan.	"	E547669	5.80	
	Febr.	"	E539678 B	4.85	623.48

45.78

Material:

Sept. 1953 Form 5321 Teleg. Dept.

50 ft. 5/16" Guy wire	@.04 ft.	2.00	
2 - 12" Hub eye bolts	.18 pc.	.36	
6 - 3 Bolt clamps SH	.12 pc.	.72	
6 - ½" x 6' Hub #8406 Guy rod -	2.08 pc.	12.48	
8 - 5/16" Servi sleeves	.14 pc.	1.12	

November 1953 - Form 5321 Teleg. Dept.

2 - 20' Butt treated cedar poles.	13.26 pc.	26.52	43.20
5% Handling on $43.20			2.16
Freight charges - Centralia-Clarnie 850# @ 98.5= 41.8625 TM @ .01 TM			.42

878.07

Equipment Rental:

M. J. Goss Motor Co.

Sept. 1953	E366521	2.90
Nov. "	E389813	38.43
June 1954	E411233	52.79
Febr. "	E407180	46.64
March "	E432291	37.88
April "	E427842	20.00
May "	E453101	21.01
June "	E446202	60.19

Cd

July 1954	E466964	24.55		
Aug. "	E467064	152.99		
Sept. "	E495391	59.49		
Oct. "	E504794	98.66		
Nov. "	E531065	70.80		
Jan. 1955	E539481	100.46		
Febr. "	E529252	63.90		
March "	E557891	24.03	874.72	
Telg. Dept. Sept. 1953	45 mi. @ .05 mi.	2.25		
Truck # Nov. 1953	22 mi. @ .05 mi.	1.10	3.35	
				31.73
Time to compile - June 1955				
Work Order Clerk 10 hrs. @ 1.967159		19.67		
Bill Examiner 1½ hrs. @ 2.0255		3.04		
Typist 2 hrs. @ 1.745284		3.49		
Comp. Opr. 1 hr. @ 1.7044318		1.70		
3% Vacation on 27.90		.84		
6½% RRR & UI Tax on 28.74		1.87		
4% Insurance on 27.90		1.12		
				$6733.63

Cda

TO A G Skelton DATE 8/19/55

Will you please refer attached bill to appropriate engr for check and approval

SIGNED Gardner

PLEASE REPLY HERE

TO ______ DATE ______

Ref'd 8/19/55

SIGNED ______

NOTE - INDIVIDUAL ORIGINATING CONFIRMEMO RETAINS YELLOW COPY, FORWARDING FIRST AND TRIPLICATE INTACT WITH CARBONS. ADDRESSEE REPLIES, EXTRACTS CARBON; RETAINS TRIPLICATE, RETURNING FIRST PART TO ORIGINATOR OF CONFIRMEMO.

NO. 220

Form 2552
2-55-100M

PANY

ST 16, 1955

(9016 - 32 - 14)

mpany bill No.
$6,733.63,
moving com-
watchman service
examine the bill

ly,

eer

RECEIVED
AUG 1 9 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
1955
COMMISSION

[illegible] -122nd [illegible]

Form 2552
2-55-100M

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 North Larrabee Avenue
Portland 12, Oregon

AUGUST 16, 1955

(Ref. D 9016 - 32 - 14)

Mr. R. H. Baldock,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Re: 92d Avenue - Fairview Section,
Banfield Expressway

Attached in quadruplicate is Railroad Company bill No. 716133 dated August 10, 1955 in the amount of $6,733.63, covering expenses incurred by the Railroad in moving communication lines and providing inspection and watchman service on the captioned section of highway. Please examine the bill and if satisfactory place in line for payment.

Yours very truly,

E F Kidder
E. F. Kidder,
Division Engineer

encs.

RECEIVED
AUG 19 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
[illegible]
COMMISSION
[illegible]

82nd - 122nd - SP.
+400

THIS AGREEMENT made this 8th day of September, 1952, by and between OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, an Oregon corporation, and its lessee UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter collectively called "Railroads"), parties of the first part, and the STATE OF OREGON, acting by and through its State Highway Commission (hereinafter called "State"), party of the second part,

WITNESSETH:

RECITALS:

The State is constructing Sullivan's Gulch Highway, also known as "Banfield Expressway", (hereinafter called "highway"), in Multnomah County, Oregon, between N. E. 82nd and N.E. 122nd avenues. Said highway in some places will closely parallel and at other places will encroach longitudinally upon the right of way of the Railroads' main line. The State has requested easements from the Railroads for encroachments of said highway and slopes thereof upon the Railroads' property at the locations hereinafter described, and this agreement is made, pursuant to § 100-3504 OCLA, for the purpose of granting said easements and for the purpose of providing for protection of the Railroads and the public and related matters.

NOW, THEREFORE, it is agreed by and between the parties as follows:

Section 1. EASEMENTS GRANTED.

(a) So far as they lawfully may do so, the Railroads hereby grant to the State, subject to each and all of the terms, provisions, conditions, covenants, reservations and exceptions contained in this agreement:

First. An easement to construct and thereafter maintain, repair, renew and use the highway as a state public highway upon those portions of the Railroads' property in the County of Multnomah, State of Oregon, described as follows:

Parcel No. 1

A strip of land 5 feet wide situated in the SE¼ of Section 28, Township 1 North, Range 2 East of the Willamette Meridian, in Multnomah County, Oregon, being all that part of the right of way of the Oregon-Washington Railroad & Navigation Company that lies between lines that are parallel with and 45 feet and 50 feet distant southeasterly, respectively, measured radially from the center line of the main track of said Railroad Company as now constructed and operated, said strip extending northeasterly from a line drawn radially to said center line of main track at Railroad Survey Station 334 plus 87 which is a point thereon that is 94.6 feet distant northeasterly from the south line of said Section 28, measured along said center line of main track, to a line drawn radially to said center line of main track at Railroad Survey Station 340 plus 35.

Parcel No. 2

A strip of land 5 feet wide situated in the N½ of the N½ of Section 27, said township and range, being all that part of the right of way of said Railroad Company that lies between lines that are parallel with and 45 feet and 50 feet distant southerly, respectively, measured at right angles and/or radially from said center line of main track, said strip extending westerly from a straight line drawn at right angles to said center line of main track at Railroad Survey Station 425 plus 00 which is a point thereon that is 1456.9 feet distant westerly from the east line of said Section 27, measured along said center line of main track, to a straight line drawn radially to said center line of main track at Railroad Survey Station 407 plus 00.

The above-described property is shown and represented by yellow color on Drawing No. 60528 dated May 14, 1952, hereto attached, marked "Exhibit A" and by this reference made a part of this agreement.

Second. An easement to construct and thereafter maintain, repair, renew and use slopes of said highway upon those portions of the Railroads' property in the County of Multnomah, State of Oregon, described as follows:

Parcel No. 1-A

A parcel of land situated in the SE¼ of said Section 28, being all that part of the right of way of said Railroad Company described as follows:

Beginning at a point that is 30 feet distant southeasterly from said center line of main track, measured along a straight line drawn radially thereto at said Railroad Survey Station 334 plus 87;

thence southeasterly along said radial line a distance of 15 feet;

thence northeasterly along a line parallel with and 45 feet distant southeasterly, measured radially, from said center line of main track to a point opposite said Railroad Survey Station 340 plus 35;

thence southeasterly along a straight line drawn radially to said center line of main track a distance of 5 feet;

thence northeasterly along a line parallel with and 50 feet distant southeasterly, measured radially, from said center line of main track to a point opposite Railroad Survey Station 354 plus 70;

thence westerly along a straight line drawn radially to said center line of main track a distance of 10 feet;

thence southerly along a line parallel with and 40 feet distant easterly, measured radially, from said center line of main track to a point opposite Railroad Survey Station 353 plus 20;

thence westerly along a straight line drawn radially to said center line of main track a distance of 10 feet;

thence southwesterly along a line parallel with and 30 feet distant southeasterly, measured radially, from said center line of main track to a point opposite Railroad Survey Station 348 plus 50;

thence southeasterly along a straight line drawn radially to said center line of main track a distance of 10 feet;

thence southwesterly along a line parallel with and 40 feet distant southeasterly, measured radially, from said center line of main track to a point opposite Railroad Survey Station 340 plus 35;

thence northwesterly along a straight line drawn radially to said center line of main track a distance of 10 feet;

thence southwesterly along a line parallel with and 30 feet distant southeasterly, measured radially, from said center line of main track to the point of beginning.

Parcel No. 2-A

A strip of land 10 feet wide situated in said SE¼ of Section 28, being all that part of the right of way of said Railroad Company that lies between lines that are parallel with and 40 feet and 50 feet distant easterly, respectively, measured at right angles, from said center line of main track, said strip extending northerly from a straight line drawn at right angles to said center line of main track at Railroad Survey Station 353 plus 15 to a straight line drawn at right angles to said center line of main track at Railroad Survey Station 359 plus 65.

Parcel No. 3-A

A strip of land 25 feet wide situated in said SE¼ of Section 28 being all that part of the right of way of said Railroad Company that lies between lines that are parallel with and 25 feet and 50 feet distant westerly, respectively, measured at right angles, from said center line of main track, said strip extending northerly from a straight line drawn at right angles to said center line of main track at Railroad Survey Station 361 plus 50 to a straight line drawn at right angles to said center line of main track at Railroad Survey Station 362 plus 70.

Parcel No. 4-A

A parcel of land situated in the N½ of the N½ of said Section 27, being all that part of the right of way of said Railroad Company described as follows:

Beginning at a point that is 35 feet distant southerly from said center line of main track, measured along a straight line drawn radially thereto at Railroad Survey Station 433 plus 15;

thence southerly along said radial line a distance of 15 feet;

thence westerly along a line parallel with and 50 feet distant southerly, measured radially and/or at right angles, from said center line of main track to a point opposite said Railroad Survey Station 425 plus 00;

thence northerly at right angles to said center line of main track a distance of 5 feet;

thence westerly along a line parallel with and 45 feet distant southerly, measured at right angles and/or radially, from said center line of main track to a point opposite said Railroad Survey Station 407 plus 00;

thence southerly along a line drawn radially to said center line of main track a distance of 5 feet;

thence westerly along a line parallel with and 50 feet distant southerly, measured radially, from said center line of main track to a point opposite Railroad Survey Station 399 plus 30;

thence northerly along a line drawn radially to said center line of main track a distance of 20 feet;

thence easterly along a line parallel with and 30 feet distant southerly, measured radially, from said center line of main track to a point opposite Railroad Survey Station 404 plus 00;

thence northerly along a line drawn radially to said center line of main track a distance of 5 feet;

thence easterly along a line parallel with and 25 feet distant southerly, measured radially, from said center line of main track to a point opposite Railroad Survey Station 405 plus 00;

thence southerly along a line drawn radially to said center line of main track a distance of 5 feet;

thence easterly along a line parallel with and 30 feet distant southerly, measured radially and/or at right angles, from said center line of main track to a point opposite Railroad Survey Station 414 plus 05;

thence southerly at right angles to said center line of main track a distance of 5 feet;

thence easterly along a straight line parallel with and 35 feet distant southerly, measured at right angles, from said center line of main track to a point opposite Railroad Survey Station 429 plus 60;

thence northerly at right angles a distance of 5 feet;

thence easterly along a straight line parallel with and 30 feet distant southerly, measured at right angles, from said center line of main track to a point opposite Railroad Survey Station 435 plus 60;

thence southerly at right angles a distance of 5 feet;

thence easterly along a line parallel with and 35 feet distant southerly, measured at right angles and/or radially, from said center line of main track to the point of beginning.

The above-described property is shown and represented by green color on said map Exhibit A.

(b) In consideration for the rights hereby granted, the State shall and will pay to Union Pacific Railroad Company the sum of Two Hundred Seventy Dollars ($270.00) upon execution and delivery of this agreement.

(c) The above-described premises shall be used by the State solely for the purposes aforesaid and not otherwise, and if at any time the property of the Railroads hereinbefore in this section described, or any part thereof, shall permanently cease to be used for the purposes aforesaid or shall be used for purposes unauthorized hereby, then the easements hereby granted as to such property or parts thereof shall cease and terminate.

(d) The State shall not use or permit the use of the property of the Railroads hereinbefore in this section described or any part thereof, except for the usual and ordinary purposes of a public highway. Said purposes shall not be deemed or construed to include use of said property by the State or others for railroad, street or interurban railway or other rail transportation purposes, or for the construction or maintenance of gas, oil or gasoline pipe lines; provided that nothing herein shall prevent the Railroads from using or permitting others to use said property for any or all of said purposes. The Railroads do not hereby consent to the construction, maintenance or operation of any electric power transmission line on railroad property.

(e) The Railroads by this instrument neither grant nor intend to grant any greater estate or right than that hereinbefore expressly described, to-wit, an easement for the purposes aforesaid. The easement hereby granted includes only the property hereinbefore in this section described and no other property of the Railroads whatsoever, and the State shall not encroach upon, occupy or use any other property of the Railroads than that hereinbefore described.

(f) The rights hereby granted shall be and are subject to all outstanding superior rights, whether public or private, and any extensions and renewals thereof. The State, without expense to the Railroads, will make satisfactory adjustments with and obtain releases from any and all tenants, occupants or users of the above-described railroad property who will be affected by the construction of the highway or appurtenances thereof.

(g) The Railroads hereby reserve the right to use the property hereinbefore described for any and all purposes not inconsistent with the easements hereby granted, including, but not limited to, the right to construct, maintain, operate, repair, renew and use:

> First. Railroad tracks, roadbeds, embankments, fills, excavations, bridges, tunnels, buildings, structures, communication and signal wires and supporting poles and other railroad facilities, whether of a similar or dissimilar nature, within, upon, along and across any or all of the areas described in paragraph (a) Second of this section and represented by green color on the map hereinbefore referred to and made part hereof, being the areas upon which the Railroads grant the State easements for highway slopes as aforesaid; and
>
> Second. Communication, signal and other wires above or below the surface of the highway within Parcels Nos. 1 and 2 above described in paragraph (a) First of this section; provided that if said wires shall be located above the surface of the highway, they shall be constructed and maintained with sufficient clearance to avoid interference with normal highway traffic.

(h) The State, without expense whatsoever to the Railroads, shall acquire all such property outside of the Railroads' right of way as may be necessary for the construction and maintenance of the highway and its appurtenances.

(i) The State shall and will assume, bear and pay all taxes and assessments of whatsoever kind or nature, whether general, local or special, hereafter during the term of this agreement levied or assessed upon or against the property described in Section 1 of this agreement, excepting taxes levied upon and against said property as a component part of the Railroads' operating property in the State of Oregon as a whole.

(j) The State at its own expense shall and will obtain any and all public authority necessary for the lawful performance of the work contemplated by this agreement.

Section 2. CONSTRUCTION OF HIGHWAY.

(a) The State, at its own expense and without expense whatsoever to the Railroads, shall and will furnish all labor, material and equipment necessary for the construction of and construct and complete the highway and all appurtenances thereof with reasonable diligence and in any event within three (3) years from the date of this agreement.

(b) The State, at its own expense and without expense to the Railroads, will make all changes necessitated by construction of the highway in existing grade separation structures and approaches thereto, between N.E. 82nd Avenue and N.E. 122nd Avenue, both inclusive; and before making said changes or alterations the State will submit detailed plans and specifications therefor to the Railroads and obtain the Railroads' written approval thereof.

(c) The highway construction work to be performed by and at the expense of the State shall include besides the highway and slopes thereof, but not by way of limitation: necessary and proper fences and barriers between the highway and the tracks of the Railroads, including guard fences or barriers of suitable design and size, adequate to confine highway traffic; necessary and proper facilities for drainage of the highway and disposal of such drainage so that water will not accumulate between the highway and railroad roadbed or elsewhere where such water might cause damage to the railroad. All construction work to be performed by the State as provided in this section (whether within or outside of railroad property) shall be completed in a safe, stable and permanent condition so as not to jeopardize or interfere with present or future railroad operations.

(d) No public highway crossings at grade shall be established upon or across the tracks or right of way of the Railroads.

Section 3. MAINTENANCE. The State at its own expense shall and will at all times keep and maintain the highway and all appurtenances thereof (whether within or outside of railroad property), including, but not limited to, those mentioned in Section 2(c) of this agreement, in good condition and repair so as not to jeopardize or interfere with present or future railroad operations.

Section 4. WORK TO BE DONE BY RAILROADS.

(a) The Railroads may make any and all changes, alterations or relocations, whether temporary or permanent, which in their judgment may be or become necessary because of construction and maintenance by the State of the highway and appurtenances, and the State will reimburse the Railroads for the expense of so doing. Such reimbursement shall include, but shall not be limited to, all items of expense reimbursable under United States Public Roads Administration General Memorandum No. 299 and amendments and supplements thereto, and bills for such reimbursement shall be paid in the manner and at the times provided therein.

(b) Without limiting the generality of the foregoing, the work to be done by the Railroads during the highway construction period (subject to reimbursement as aforesaid) shall include the following:

4-b-1 (1) Furnish such engineering, inspection, watchman and flagman service as may in the judgment of the Railroads be necessary for protection of their property and operations during the progress of any and all work of the State covered by this agreement (estimated cost $5,950.00).

4-b-2 (2) Furnish necessary labor, material and equipment for and make such changes, either temporary or permanent, in existing communication lines, signals, signs, right-of-way fences and other railroad facilities as may in the judgment of the Railroads be necessary because of highway construction work (estimated cost $14,560.00).

The total estimated cost of the work described in this paragraph (b) is $20,510.00, against which there is an estimated credit for salvage of $100.00.

(c) In the event any inspector or inspectors are assigned to the project by the Railroads, all suggestions and recommendations made by such inspector or inspectors for the safety and protection of railroad property and operations shall be given due consideration by the State; but the presence of such inspector or inspectors shall not relieve the State from responsibility for the safe conduct of said work and adequate policing and supervision thereof.

Section 5. SAFETY MEASURES. All work of the State contemplated by this agreement (whether within or outside of railroad property) shall be performed and accomplished without interruption to or delay of operations of the Railroads or any other party or parties lawfully occupying railroad property, and without interruption to or delay of continuous railroad traffic. It is understood and recognized that safety and continuity of railroad operations and communications are of the utmost importance, and in order that same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the State (whether within or outside of railroad property) that:

(a) Neither the State nor its contractors or subcontractors shall do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay the maintenance or operation of the Railroads' tracks or facilities or any communication lines or appurtenances of any thereof.

(b) The State, at its own expense, shall adequately police and supervise all work to be performed by it or its contractors and subcontractors; shall regulate the conduct thereof in such manner that the prosecution thereof will not endanger, interfere with, hinder or delay the operations of the Railroads or other parties lawfully occupying railroad property, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroads or such other parties may be responsible, or to property of the Railroads or such other parties.

(c) If at any time the Railroads and the Chief Engineer of the Oregon State Highway Commission, or the Railroads' representative and said Chief Engineer's representative, shall be of the opinion that any work contemplated by this agreement is being or is about to be done or prosecuted without due regard and precaution for safety and security, the State shall cause such work to be suspended until suitable, adequate and proper protective measures are adopted and provided.

(d) The State shall not suffer or permit debris incidental to the construction or maintenance of the highway to foul the drainage ditches, ballast or roadbed of the Railroads, and if such debris is cast thereon, the State shall immediately remove same at its own expense.

(e) The State, its contractors or subcontractors, shall not place or discharge explosives upon railroad property or in such close proximity thereto as to cause injury or damage to facilities or operations thereon. If the State or its contractors or subcontractors use any explosives in the vicinity of railroad property or operations, the said explosives shall be discharged only after the giving of adequate notice to the Railroads and at such times as will not endanger railroad property and operations. Without limiting the foregoing, it is agreed that the State, its contractors or subcontractors, shall not discharge any explosives in the vicinity of the railroad tracks at any time when in the judgment of the Railroads such discharge would be dangerous or would interfere with railroad operation; and with respect to any blasting in the vicinity of the railroad tracks the State, at its own expense, shall take all measures and precautions necessary to guard and protect railroad and communication facilities against danger of damage, destruction or interference.

(f) The State shall not place any combustible material upon or about the premises of the Railroads, nor erect any structure thereon, nor cause or permit the view along the tracks of the Railroads to be obstructed.

(g) If the State, its contractors or subcontractors, shall find it necessary to excavate from existing slopes adjacent to the tracks of the Railroads or to create new slopes in the performance of any work contemplated hereby, the State, its contractors or subcontractors, shall so excavate from existing slopes and construct new slopes that the pitch of same shall not be excessive, nor create undue hazards of slides or falling rock, nor impair or endanger the clearance between said existing or new slopes and the tracks of the Railroads.

(h) The State, its contractors or subcontractors, shall not cast any earth, rock, debris or other material or thing from said highway upon the property of the Railroads. The right of the Railroads to protect their tracks, property and facilities against slides of earth, rock or other material from the highway or resulting from the presence of the highway in the location aforesaid, and to remove such earth, rock or other material at the expense of the State, is hereby recognized. In such event the State, at its own expense, will take all action necessary to protect and preserve its highway from further slides and shall not hold the Railroads responsible therefor.

(i) The State, at its own expense, shall provide suitable facilities for draining said highway, and shall not suffer or permit drainage water from the same to flow or collect upon property of the Railroads.

(j) Before commencing work of construction or maintenance on the highway or appurtenances thereof, the State or those acting under its authority shall give reasonable notice of the time when such work shall commence, to the Superintendent of the Railroads, and shall cooperate with the Railroads in every reasonable way for the adequate protection of railroad facilities and operations during the progress of the work.

Section 6. INDEMNITY.

(a) So far as it lawfully may do so, the State shall protect, indemnify and save and hold harmless the Railroads and any other corporation, person or firm lawfully occupying their property, and each of them, from and against any and all loss, cost, damage, expense and liability by reason of injury to or death of persons whomsoever (including officers, agents, servants, employees and passengers of the Railroads and of such other occupants or any of them) or damage to or destruction of property whatsoever (including property of or in the custody of the Railroads and such other occupants or any of them), directly or indirectly caused by or in any manner resulting from any act or omission of the State or of its contractors, subcontractors, agents, servants or employees in the performance of any work contemplated by this agreement.

(b) If the State or its contractors, subcontractors, agents, servants or employees, shall in the performance of any work contemplated by this agreement, injure, damage or destroy any property of the Railroads or of any other corporation, person or firm lawfully occupying property of the Railroads, the State shall restore or replace such damage at its own cost and expense.

Section 7. INSURANCE.

(a) In the event the State performs all or any part of the work to be performed by it under this agreement through a contractor or contractors, the State shall require such contractor or contractors, before beginning work, to furnish for and in behalf of and in favor of the Railroads and any other corporation, person or firm lawfully occupying their property, suitable and satisfactory Public Liability and Property Damage Insurance; said Public Liability Insurance providing for a limit of not less than One Hundred Thousand Dollars ($100,000) for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of Two Hundred Thousand Dollars ($200,000) for all damages arising out of bodily injuries to or death of more than one person in any one accident, and said Property Damage Insurance shall provide for a limit of not less than One Hundred Thousand Dollars ($100,000) for all damages arising out of injury to or destruction of property in any one accident, and, subject to that limit, a total (or aggregate) limit of Two Hundred Thousand Dollars ($200,000) for all damages arising out of injury to or destruction of property during the period of work. The terms "person" or "persons" as herein used shall include employees and passengers of the Railroads and of any other corporation, person or firm lawfully using their property. The term "property" as herein used shall include as well as other property, property of and property in the custody of the Railroads and of any other corporation, person or firm lawfully using their property.

(b) Each such insurance policy shall be issued by a reliable insurer authorized to do business in the State of Oregon and satisfactory to the Railroads, and each such policy shall be in form and substance satisfactory to the Railroads. Said policy or policies shall be delivered to and remain in the possession of the Railroads.

(c) With respect to the work to be performed by the Railroads as herein elsewhere provided, the Railroads shall have the right to obtain, at the expense of the State, insurance protection similar to that provided for in Federal Works Program General Memorandum No. 32 dated January 27, 1937.

Section 8. DISTURBANCE OF STABILITY. As a material consideration for this agreement, the State agrees that it will not do or cause to be done in the performance of any work contemplated hereby, anything which will or may disturb the stability of any area so as to affect adversely the tracks or facilities of the Railroads, and that if such stability shall be disturbed through the activity of the State or its contractors or others acting under its authority, the State shall assume full responsibility therefor and all expense resulting therefrom, and shall indemnify and hold harmless the Railroads and any other corporation, person or firm lawfully occupying their property, from and against any and all loss, cost, damage, expense and liability resulting therefrom.

Section 9. DEFAULT. If the State shall fail, refuse or neglect faithfully to do, keep, observe and perform each and all of the terms, provisions, conditions and covenants of this agreement, the Railroads may, upon giving the State three (3) months' written notice of their intention so to do, terminate the rights hereinbefore granted and may have any other remedy available in the premises. No such termination shall affect any obligations of the State which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 10. CROSSING CONTRACTS. Nothing herein shall release the State or Multnomah County from any obligations under any existing contract or contracts relating to crossings of the railroad line. If any alteration of said crossings or any of them is made in connection with the construction of the highway, the State will assume, bear and pay all expense of such alterations.

Section 11. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first herein stated.

OREGON-WASHINGTON RAILROAD &
NAVIGATION COMPANY,
UNION PACIFIC RAILROAD COMPANY

By __________________________
President

Attest:

____
Assistant Secretary

STATE OF OREGON, acting by and
through its State Highway
Commission

By __________________________
Chairman

____
Commissioner

____
Commissioner

As the State Highway Commission
of Oregon

Attest:

____
Secretary

F-FI-303(7) Beaverton-Aurora Rd. Under- 1952
crossing, W. Portland-Hubbard
#3808 Hwy.

F-FI-303(7)
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 23, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3808	8-final	J. F. Johnston	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
12474	R-97185	$ 4,667.91	6/22/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Dec. 31, 1953

Time Extensions: to May 30, 1954 without penalty

Completion Date: May 27, 1954

Date Accepted: June 23, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-25-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

By Floyd Query
Assistant Secretary

Warrant Mailed: JUN 25 1954
aaw

NOTED ON CARD
[illegible]

RECEIVED
JUN 15 1954
FOR FILING

June 14, 1954

General Casualty Company of America
Portland Service Office
200 S. W. Fourth Avenue
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3308 for construction of the Beaverton-Aurora Road Undercrossing on the West Portland-Hubbard Highway in Clackamas County was completed by the contractor, J.F. Johnston, on May 27, 1954 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $4,667.91 will be released to the contractor after acceptance by the Commission. The total contract amount is $40,898.28 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
6-14-54

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FOR FILING

F FI-3[illegible]

39[illegible]

February [illegible], 1954

Mr. [illegible] Johnston
Route 1, Box 246
[illegible]erwood, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on January 21, 1954, had under discussion your request for an extension of time from December 31, 1953 to and including May 30, 1954 within which to complete your contract No. 3[illegible], covering the [illegible]erton-Aurora Road Undercrossing on the [illegible] Portland-Woodburn Highway in Clackamas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc: J. [illegible]. [illegible],
Division Engineer

Marshall [illegible],
Resident Engineer

[illegible]. [illegible]. [illegible]axson,
Assistant State Highway Engineer

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January 7, 1954

Oregon State Highway Commission

Request for extension of time
No. 10
January [illegible] [illegible] meeting.

Gentlemen:

Re: [illegible] Road Undercrossing
Contract No. 3808

J. F. Johnston, contractor for the construction of the undercrossing of the [illegible] Road just south of Wilsonville on the [illegible] Highway, has requested an extension of time from December 31, 1953 to and including May 31, 1954 for the completion of the work on this project.

When the contract was let, it was anticipated that the grading of the roadway over which the structure was to be built would be completed in time so that the structure could be built during last summer. Actually, the grading was not completed until September [illegible] and the contractor could not start his work until that time. He has made good progress with the work and should complete it within the time extension requested.

It is recommended that the time extension be granted without penalty to the contractor. Attached hereto is the concurrence of the Bureau of Public Roads in this time extension.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encls.

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November 17, 1952

J. F. Johnston, Contractor
Route 1, Box 246
Sherwood, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3808, which was awarded to you on October 21, 1952, covering Beaverton-Aurora Road Undercrossing on the West Portland-Hubbard Highway, Clackamas County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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F-11-

October 22, 1952

Mr. J. F. Johnston
Rte. 1, Box 246
Sherwood, Oregon

Dear Mr. Johnston;

The State Highway Commission on October 21, 1952 awarded to you State Highway Contract No. 3808 for construction of a reinforced concrete viaduct on the Beaverton-Aurora Road Undercrossing on the West Portland-Hubbard Highway in Clackmas County. This award was based on your bid of $43,675.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al

cc:
H. G. Smith
S. H. Probert
G. S. Paxson
SIAC W. M. Franzwa

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

October 21, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 3808 for Oregon Project F-FI-303(7), Beaverton-Aurora Undercrossing on the Willamette River-White School Section of the West Portland-Hubbard Highway, to J. F. Johnston of Sherwood, Oregon, low bidder in the amount of $43,675 at the October 21, 1952 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

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F-FI-303(7)
OREGON DISTRICT
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F-FI-303(7)

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

October 6, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project F-FI-303(7), Willamette River-White School Sec., West Portland-Hubbard Highway, (Beaverton-Aurora Road Undercrossing), have today been recommended for approval, subject to such changes as may be required by the Division Office.

This is to authorize your advertising for bids.

Yours very truly,

C. G. Polk
C. G. Polk
District Engineer

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OREGON
STATE HIGHWAY COMMISSION

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F-FI-[illegible]

[illegible]

September 19, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of September 19, advising of comments made by your Division Office in regard to details of the proposed traffic interchange south of the Willamette River crossing on the Willamette River-Marion County Line Project F-FI-303 (7).

The suggested provision of a northbound turn to the highway to serve eastbound traffic on the Boones Ferry Road meets with our approval and we will be glad to make such provision as a construction change. Details for the connection will be worked out at once and submitted to you for approval.

The lack of provision for interchange of traffic between the Boones Ferry Road and the new highway to the south is intentional, such provision being considered unnecessary and undesirable because of the small amount of traffic to be served by such interchange and because of the fact that such traffic is satisfactorily served by good roads paralleling the new highway.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:tp

cc: H. G. Smith
J. D. Walker

RECEIVED
1952
FOR FILING

F-FI-[illegible]

[illegible]

September 19, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of September 19, advising of comments made by your Division Office in regard to details of the proposed traffic interchange south of the Willamette River crossing on the Willamette River-Marion County Line Project F-FI-303 (7).

The suggested provision of a northbound turn to the highway to serve eastbound traffic on the Boones Ferry Road meets with our approval and we will be glad to make such provision as a construction change. Details for the connection will be worked out at once and submitted to you for approval.

The lack of provision for interchange of traffic between the Boones Ferry Road and the new highway to the south is intentional, such provision being considered unnecessary and undesirable because of the small amount of traffic to be served by such interchange and because of the fact that such traffic is satisfactorily served by good roads paralleling the new highway.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:tp

cc: H. G. Smith
J. D. Walker

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

September 19, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Project F-FI-303(7), Willamette River-White School Section of the West Portland-Hubbard Highway

Dear Sir:

The following comments have been received from our Division Office relative to the P. S. and E. for the above project:

"A study of the traffic movement, as shown on plan sheet No. 4, at the Boones Ferry Road intersection has been made. The red figures on the sheet show that 30 ADT southbound turn right from the Interstate highway to the Boones Ferry Road. In view of the local condition involved, it is reasonable to believe that there would be a similar ADT Eastbound on the Boones Ferry Road turning left at the East end of the proposed grade separation structure, for which no provision has been made.

Unless this condition has been recognized and dismissed for some reason not readily apparent to us, it may be that consideration should be given to changing the 24 degree curve at the East end of the proposed structure in order to make room for a curve to satisfy the above condition. We are therefore holding the P. S. and E. for your further advice.

The design on Sheet 4 for the Boones Ferry Road intersection, for future construction, does not indicate any provision for interchange of traffic between the Boones Ferry Road and the new Interstate route south. Is it the intention to make such a provision at that point?"

In order to clear this project for award of contract on September 23, we will require your answer to the above comments early this afternoon.

Very truly yours,

C G Polk

C. G. POLK
District Engineer

RECEIVED
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

September 8, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project F-FI-303(7), Willamette River-Marion County Line Unit of the West Portland-Hubbard Highway, have today been recommended for approval, subject to such changes as may be required by the Division Office.

This is to authorize your advertising for bids.

Award of contract will be withheld pending receipt of advice that all rights of way or rights of entry have been acquired.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

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FOR FILING

August 15, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

As a part of our Postwar Federal Aid Primary Highway Program, it is our desire to contract the improvement of the section of State Highway 51, Federal Route 42 which lies between the Willamette River and its junction with Highway 1E-99E, Federal Route 3. The program data for this improvement is as follows:

Item No.	198
County	Clackamas and Marion
Project No.	F-FI-303 (7)
FA Route No.	42
State Route No.	51
Termini	Willamette River (S. end FI-303-6) to junction with F.A. Route 3 (Pacific Hwy.) excepting portion improved under F.A.P. 303-A (Marion County Line-S. P. Railroad)

Construction Cost:	
Total	$700,000
Federal Funds	420,000
State Funds	280,000
Project Totals:	
Total Cost	$700,000
Federal Funds	420,000
Length:	2.31 miles
Character of Proposed Work: On Interstate System,	Grade, drain, 4-lane high type pavement 0.5 mi., one highway grade separation structure.

Not on Interstate System:	Grade, Drain, 1.6 miles 2-lane and 0.2 mile 4-lane high type pavement. One highway grade separation structure.

There is no existing road on this section, the present traffic being routed from the north end of FAP 303-A to Highway US-99E over Federal Secondary Route No. 622.

The north one-half mile of the proposed improvement is a part of the interstate system. On this portion the planned improvement consists of a four lane high type pavement constructed to interstate standards with one undercrossing structure (Structure No. 1) to carry FAS Route No. 622 over the new highway.

The remainder of the improvement is not on the interstate system but is to serve to interchange traffic between Highway US-99E (F.A. Route No. 3) and the proposed interstate route. The planned improvement consists of a 24 foot high type pavement with 8 foot shoulders to connect with the existing paved highway at the Marion County Line and which connects with US-99E. The proposed improvement also consists of a traffic interchange lay-out at the connection with US-99E, F.A. Route No. 3, which interchange will consist of a 4-lane divided roadway with an undercrossing structure (Structure No. 2) and connecting approaches to carry south bound traffic on US-99E over the new highway.

Traffic figures for the section to be improved are as follows:

On Interstate System

1951 Data	
A.D.T. Light Vehicles	5,200
A.D.T. Commercial	700
Total	5,900
1965 Data	
A.D.T.	8,360
30th Peak Hour	950
Per Cent Commercial	12%

Not On Interstate System

1951 Data	
A.D.T. Light Vehicles	570
A.D.T. Commercial	80
Total	650
1965 Data	
A.D.T.	900
30th Peak Hour	140
Per Cent Commercial	12%

The estimated amount of steel reinforcement required for the project is 80 tons.

A small scale map showing the location of the project is enclosed.

If B. P. R. approval of the programming of this improvement is forthcoming in time our advertisement for bids will be published about September 5.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.

4-3407 Maintenance Bldg. in Seaside 1952

#3809

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 9, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3809	4 - Final	J. E. Jeremiah	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19703	R-77882	$ 1,174.64	10/8/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: May 31, 1953

Time Extensions: None

Completion Date: May 29, 1953

Date Accepted: June 25, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-12-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
by Floyd Query

Warrant Mailed: [illegible] 1953
a. a. Wiklander

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ING

[illegible]

[illegible]

September 23, 1953

General Casualty Company of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3809 for work performed on the Seaside Maintenance Building, Clatsop County, was completed by the contractor, J. E. Jeremiah, on May 29 and was formally accepted by the Highway Commission on June 25, 1953.

Final payment in the amount of $1,174.64 will be released to the contractor on or after October 3, 1953. The total contract amount is $10,889.66, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD

9-23-53

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FOR FILING

4-[illegible]

[illegible]

Salem, Oregon
April 3, 1953

Mr. R. L. Porter

Our new equipment storage and maintenance headquarters building now under contract at Seaside will be completed about April 30. We will be moving into this headquarters about the middle or latter part of May. Therefore, please refer to the agreement between Hazel Dolan and the State Highway Commission entered into June 1, 1950, covering the presently rented headquarters at Seaside, which contains a 60-day cancellation clause for the termination of the lease.

Would you kindly serve notice in writing to Hazel Dolan of our desire to take advantage of the cancellation clause and terminate the lease 60 days from the date of your notice.

W. W. Stiffler

WWS:er

cc Mr. I. A. De France
Mr. C. H. Maison
Mr. J. D. Walker

FORM E-90 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 1, 1953

SUBJECT: R/W Dept. 7929

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Dear Sir:

We should be moving into our new maintenance building at Seaside within the next two months. Expected completion date of the building is April 30, and some additional time will be required for moving and cleaning up.

Paragraph 3 of our lease from Mrs. Hazel Dolan provides that at the option of the State, and upon sixty days notice in writing, the lease may be terminated. We request that such written notice immediately be given Mrs. Dolan.

Rent has been paid through April, and we are submitting an invoice for one additional month's rent.

Very truly yours,

I. A. DeFrance
Assistant Maintenance Engineer

JB:dk

cc

RECEIVED
APR 2 1953
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
W. W. STIFFLER

RECEIVED
NOV [illegible] 1952
FOR FILING

4-347

R

November 17, 1952

J. E. Jeremiah, Contractor
3206 N. Holland St.
Portland, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 3809, which was awarded to you on October 21, 1952 by the State Highway Commission, covering maintenance building at Seaside in Clatsop County.

We are also sending an executed copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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OCT [illegible] 1952
FOR FILING

FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE
Astoria, Oregon
October 7, 1952

SUBJECT:

To:

Mr. J. D. Walker, Division Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

I found out yesterday that the situation at Seaside has changed. You will recall that we had planned to haul strippings from Jed Wilson's operations to back-fill the northwest corner of the north pond at the new Seaside maintenance headquarters.

We will not be able to secure this stripping material as Jed Wilson has sold out to the Olson Pre-Mix Company, and at the present writing, we are not sure that we will be able to secure maintenance crushed aggregate any more from this source in that area.

With regard to the problem of back-filling the gravel pit, we will be able to take care of this situation as time goes by from ditch cleanings and road-side clean-up, particularly in the area of Peterson's point, which is only a couple of miles' haul from this spot.

Yours truly,

R. M. SMITH
District Maintenance Superintendent

RMS/dcs

WWStiffler

NOTED
L. A. De FRANCE

NOTED
W. W. STIFFLER

RECEIVED
OCT [illegible] 1952
FOR FILING

October 22, 1952

Mr. J. E. Jeremiah
3206 N. Holland St.,
Portland, Oregon

Gentlemen:

The State Highway Commission on October 21, 1952 awarded to you State Highway Contract No. 3809 for construction of a maintenance building in Seaside in Clatsop County. This award was based on your bid of $10,792.76 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

el

cc:
H. G. Smith
S. H. Probert
G. S. Paxson
SI.C W. M. Franzwa

[illegible]

RECEIVED
FOR FILING

FORM E-30 25M 1-52 88419

4-3407
Bldgs & Sites
2347
Seaside

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 26, 1952

SUBJECT: Proposed location of Seaside Maintenance Building

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Dear Sir:

Herewith print of sketch map showing the proposed maintenance site at Seaside on which we have shown, in yellow, the area which can be leveled up to finish grade by utilizing the material that is above grade on the street. Cross sections were plotted and quantities figured; there would be 1600 cubic yards above grade and 1[illegible]06 cubic yards of embankment to level the colored area to finish grade.

The material on the site is good gravel and we would not anticipate any shrinkage. There should be some 400 cubic yards of crushed gravel placed on the surface so that the excavated material and the 400 cubic yards of crushed gravel would be sufficient to complete the area shown. The area shown in yellow is 1.07 acres.

The grade contemplated is an elevation of 7.0 for the floor of the building with the yard to slope from an elevation of 7.0 from a line 10' in front of the building on 1.5 per cent grade to elevation 5 which would be the lowest elevation proposed. Mr. Scott located what he termed reliable high water marks at elevation 4.3; the elevation of the bridge across Neawanna Creek is 7.2.

We believe that with a bulldozer, a loader and a few trucks we can level the site hauling and placing gravel as necessary to level the area shown.

1600 yards at .25 = $ 400
400 cu. yds. of crushed
gravel surfacing at $3 1,200
Total of $1,600 for grading and surfacing

the area shown which would provide us an adequate area for our use for several years to come.

Mr. P. I. Smith tells us that he has been offered the strippings from a new gravel pit that Joe Wilson plans to develop south of this location, loaded in our trucks gratis. The estimated quantity of material available in

NOTED
W. W. STIFFLER

RECEIVED
FOR FILING

FORM E-30 25M 1-52 88419

4-3407
Bldgs + Sites
25-1

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 26, 1952

SUBJECT: Proposed location of Seaside Maintenance Building

To:

Mr. W. M. Stiffler
Assistant State Highway Engineer
Office

Dear Sir:

Herewith print of sketch map showing the proposed maintenance site at Seaside on which we have shown, in yellow, the area which can be leveled up to finish grade by utilizing the material that is above grade on the street. Cross sections were plotted and quantities figured; there would be 1600 cubic yards above grade and 1096 cubic yards of embankment to level the colored area to finish grade.

The material on the site is good gravel and we would not anticipate any shrinkage. There should be some 400 cubic yards of crushed gravel placed on the surface so that the excavated material and the 400 cubic yards of crushed gravel would be sufficient to complete the area shown. The area shown in yellow is 1.07 acres.

The grade contemplated is an elevation of 8.0 for the floor of the building with the yard to slope from an elevation of 7.9 from a line 10' in front of the building on .5 per cent grade to elevation 5 which would be the lowest elevation proposed. Mr. Scott located what he termed reliable high water marks at elevation 4.3; the elevation of the bridge across Neawanna Creek is 7.2.

We believe that with a bulldozer, a loader and a few trucks we can level the site hauling and placing gravel as necessary to level the area shown.

1600 yards at $.25 = $ 400
400 cu. yds. of crushed
gravel surfacing at $3 1,200
Total of $1,600 for grading and surfacing.

the area shown which would provide us an adequate area for our use for several years to come.

Mr. R. I. Smith tells us that he has been offered the strippings from a new gravel pit that Joe Wilson is going to develop south of this location, loaded in our trucks gratis. The estimated quantity of material available in

NOTED
W. M. STIFFLER

in this manner is estimated at 10,000 cubic yards. It is estimated that it would cost approximately 20 cents a cubic yard to haul this material and place it on our lot and according to Mr. Scott 9,542 cubic yards of additional embankment would complete the filling of the entire site at a cost of $2,000.

The present situation is that deeds have been obtained for all of the lots in the site; however, the vacation of "Q" Avenue is underway. A thirty-day advertising period will be completed in the next week or 10 days after which the City Council can take final action.

In view of the above I recommend that we prepare plans and call bids for this building at the October meeting and should we find that any difficulty develops in the vacation of "Q" Avenue there will be ample time to withdraw the project. Our estimate of cost is as follows:

Standard 28'x65' masonry block building	
1820 sq. ft. at $6.000 - - - - - - - - - -	$10,920
12½% Contingencies - - - - - - - - - - - -	1,365
Total building cost	$12,285

State Force work would consist of the following:

Leveling with bulldozer, loader and trucks	
1600 cu. yds. at .25 - - - - - - - - - -	$ 400
Crushed gravel surfacing 400 cu. yds. at $3	1,200
Fencing - 96 rods and gate - - - - - - - -	380
Service station, pumps, tanks, island and	
canopy - - - - - - - - - - - - - - - - -	900
Oil surface on 3300 sq. yds. of yard area	320
Total	$15,985

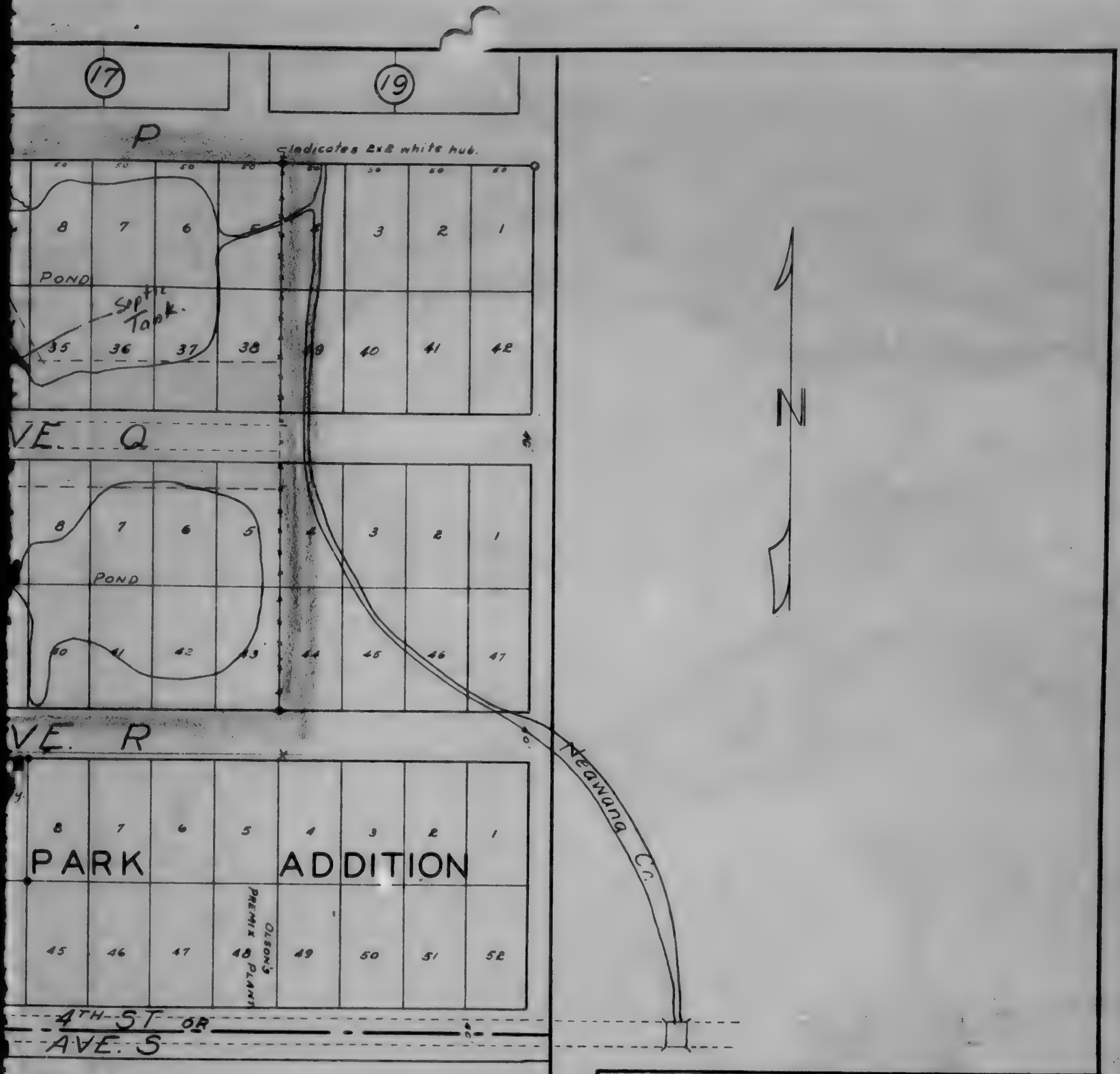
The budget item for this project was $18,000 so that should the stripping material from Wilson's become available there would be $2,000 available to cover the cost of filling the remainder of the site.

A City water hydrant is located on Avenue "Q" near our proposed gate. There is no sewer so a standard septic tank would be required as indicated on the sketch map. Power lines are located on "P" and "R" Avenues and the contractor should arrange to make power line connections as required.

Very truly yours,

I. A. Debrance
Assistant Maintenance Engineer

IAD:db
Encl.
cc-


17
19
P
indicates 2x2 white hub.
50
50
50
50
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50
60
60
8
7
6
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2
1
POND
Septic Tank.
35
36
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VE. Q
8
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POND
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VE. R
Neawana Cr.
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PARK ADDITION
OLSON'S PREMIX PLANT
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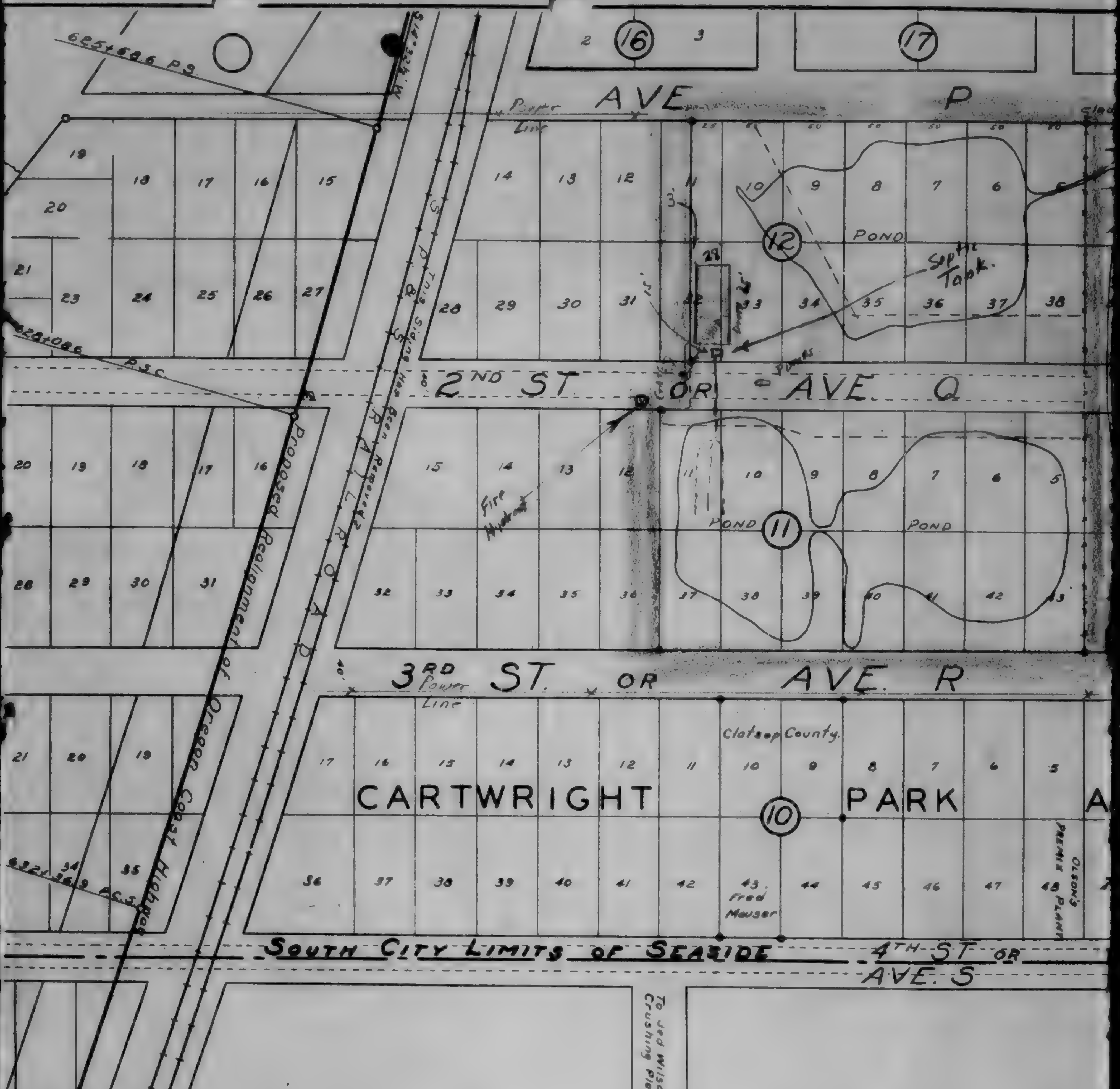
52
4TH ST OR AVE. S
N
21 22
28 27

OREGON STATE HIGHWAY DEPARTMENT	
For	Maintenance Site
Highway	Oregon Coast
County	Clatsop
Scale 1"=100'	Date 9-17-52


625+68.6 P.S.
M.426.875
16
17
AVE P
Power Line
Pond
Septic Tank
12
Pumps
28
2ND ST OR AVE Q
628+08.6 P.S.C.
Proposed Realignment of Oregon Coast Highway
S.P. & S. RAILROAD
This Siding has been Removed
Fire Hydrant
11
POND
POND
3RD ST. OR AVE R
Power Line
Clatsop County
CARTWRIGHT
10
PARK
A
Fred Mauser
Olson's Premix Plant
632+36.9 P.C.S.
SOUTH CITY LIMITS OF SEASIDE
4TH ST OR AVE S
To Jed Wilson's Crushing Plant

OREGON STATE HIGHWAY DEPARTMENT
(date)
Nov. 30, 1953

(CONTRACT NO.) KF1-131(1)	(EST. NO.)	(CONTRACTOR)	
3610	10-final	Ausland & Dodson	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23070	R-81242	$ 5,211.25	11/27/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A.A. Wicklander
ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1953

Time Extensions: None

Completion Date: Aug. 31, 1953

Date Accepted: Oct. 29, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-30-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

a.a. Wicklander

11-30-53

RECEIVED
NOV 18 1953
FOR FILING

November 17, 1953

General Casualty Company of America
Harold A. Johnson, Insurance
403 S. E. 6th St.
Grants Pass, Oregon

Gentlemen:

State highway contract No. 3810 for work performed on the Rock Point-Blackwell Hill Section of the Pacific Highway in Jackson County was completed by the contractor, Ausland and Hodson, on August 31, 1953 and was formally accepted by the Highway Commission on October 29, 1953.

Final payment in the amount of $5,211.25 will be released to the contractor on or after November 27, 1953. The total contract amount is $59,896.12 of which amount $140.67 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FH

cc - General Casualty Company of America
General Insurance Bldg.
Seattle 5, Washington
Attn: Surety Dept.

NOTED ON CARD
11-17-53

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FOR FILING

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3810

November 17, 1952

Ausland & Dodson
400 South 6th St.
Grants Pass, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 3810, which was awarded to you on October 21, 1952 by the State Highway Commission, covering the Rock Point-Blackwell Hill Structures on the Pacific Highway in Jackson County.

An executed copy of the above contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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encl. 1

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OCT [illegible] 1952
FOR FILING

October 22, 1952

Ausland & Dodson
400 S. W. 6th St.,
Grants Pass, Oregon

Gentlemen:

The State Highway Commission on October 21, 1952 awarded to you State Highway Contract No. 3810 for construction of a reinforced concrete viaduct on the Rock Point-Blackwell Hill Section of the Pacific Highway in Jackson County. This award was based on your bid of $62,714.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl

cc:
H. G. Smith
S. H. Probert
G. S. Paxson
SIAC W. M. Franzwa

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FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

BFI-13[illegible]

October 21, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 3810 for Oregon Project BFI-131(14), Rock Point-Blackwell Hill (Structures) Section of the Pacific Highway, to Ausland and Dodson of Grants Pass, Oregon, low bidder in the amount of $62,714.00 at the October 21, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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STA[illegible] COMMISSION

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FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
October 16, 1952

SUBJECT:

To:

W. C. Williams
Asst. State Highway Engineer

Indexed
Alphabetically

NOTED
W. C. WILLIAMS

Dear Sir

We return herewith correspondence and Assignment slips 3715 and 3729 having to do with matters pertaining to changes of the Gold Hill Irrigation District System where it is affected by our reconstruction on the Rock Point-Blackwell Hill Section of the Pacific Highway.

I have met with G. Ivan Peoples, President of the District and satisfactorily settled with him the matter of culvert and flume crossings and ditch sizes. He has indicated that he will give us a letter expressing complete satisfaction with the proposed revisions. The flume over Kane Creek was revised by Mr. Paxson and the 58 by 36 arch type culverts on the highway crossings were augmented by installation of 30" concrete pipe adjacent thereto. Construction of box culverts could not be undertaken at this location without delay to the contractor and also would have been costly because of the 58 by 36 pipe already having been delivered on the job.

I did not discuss with Mr. Peoples the matter of removal of lands from the district, feeling that this is a legal matter and should be discussed with them by some of the legal council. The Chris Hansen property which Farrell and Blackhurst refer to as being acquired in its entirety and of which 14 acres is irrigated lies at the westerly end of the project and was acquired to protect this area against motel encroachments which would prohibit economical redesign of the interchange when the free-way is extended westerly toward Grants Pass. Inasmuch as we are not to make this survey for approximately two years, we found no recourse other than to acquire the entire property. We did not wish to make an indication at this time where the new alignment will be and could not, therefore, acquire the property only in a partial taking.

I will meet with the Gold Hill Irrigation District Board at its next meeting at which time a letter approving our revisions has been promised by Mr. Peoples. Copies of this correspondence will be forwarded when received.

Very truly yours

Tom Edwards

TOM EDWARDS
Division Engineer

TE:rw

Enc.

cc H. G. Smith

RECEIVED
OCT 20 1952
OREGON
STATE HIGHWAY COMMISSION

ASSIGNMENT

Date: September 29, 1952
No. 3729
By Lu

Description: Mr. DeSouza's letter of Sept. 22, letter of Sept. 17 by Farrell & Blackhurst, Mr. Desouza's letter of Sept. 22 to Farrell & Blackhurst; re Gold Hill Irrigation District

Acknowledged by _____ Referred to Tom Edwards

Investigate and report with recommendation
xxx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed ______ Report received ________

Remarks: You have previous assignment on this. (#3715)
WCW

Gold Hill Irrigation District
Gold Hill, Oregon

R. E. Van Deusen, President
Mrs. Bertha Coy Ross, Secretary

Attorneys - Farrell & Blackhurst
Fluhrer Building
Medford, Oregon

AS[illegible]MENT

Date: Sept. 22, 1952
No. 3715
By wcw

Description: Sept. 14 letter from Gold Hill Irrigation District and Mr. Paxson's letter of September 16; re flume at Kane Creek, Rock Point-Blackwell Section, Pacific Highway

Acknowledged by _____ Referred to Edwards

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 10 2[illegible] Report received ________

Remarks: Please give me detailed report and recommendation.
WCW

FORM E-20 37,500 4-51 [illegible]

PLEASE RETURN TO
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 22, 1952

SUBJECT: Gold Hill Irrigation District

To: Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Herewith I hand you in duplicate copy of letter from Farrell & Blackhurst, Attorneys at Law, Fluhrer Building, Medford, Oregon, with reference to the Gold Hill Irrigation District, and duplicate copies of letter of acknowledgement. I believe that you will find the communications self-explanatory.

This letter is written to you in duplicate for the purpose of bringing to your attention the matter of consultation with the Irrigation District regarding irrigation facilities.

Very truly yours,

J. W. DeSOUZA
Assistant Attorney

JWD:mb
Encs. 4

RECEIVED
SEP 2[illegible] 1952

FORM E-123X 37,500 4-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

September 22, 1952

Farrell & Blackhurst
Attorneys at Law
Fluhrer Building
Medford, Oregon

Gentlemen:

Receipt is acknowledged of your letter of the 17th with reference to the Gold Hill Irrigation District.

In matters of this nature it has been the practice of the State Highway Commission to have cleared in full all bonded indebtedness for construction purposes against the lands taken, and also to take care of all operating assessments which have accrued. The practice then is to file a petition to have the land used for right of way excluded from the District.

In your communication you state that it is your opinion that it is questionable as to whether or not the lands acquired by the State for right of way purposes are relieved from future assessments by the District. It is our opinion that under Section 125-404, O.C.L.A. and the authority of Central Pacific Co. v. Ager, 144 Ore. 527, the land devoted to highway right of way purposes will no longer be agricultural and should be excluded from the District as of right. This statement, of course, does not apply to any extra areas which have been acquired as a matter of negotiation necessity and which lands later may be sold and used for agricultural and other purposes contemplated by the statute. I am advised that part of the Chris Hansen property, to which you made reference, in all probability will be sold after the construction is completed.

The matter of clearing the liens against the property and petitioning for exclusion from the district will be handled through this office. However, you make mention of the necessity of providing for appropriate siphons, flumes, culverts and other means which will be required for the delivery of water from one side of the highway to the other. This is an engineering matter, and your communication is being referred to Mr. W. C. Williams, Assistant State Highway Engineer for further attention to such aspects of the situation.

Very truly yours,

C. W. ENFIELD

By

J. W. DeSOUZA
Assistant Counsel

JWD:mb

cc: Gold Hill Irrig. Dist.
Gold Hill, Oregon
Mr. W. C. Williams (2) ✓

FARRELL & BLACKHURST
Attorneys at Law
Fluhrer Building
MEDFORD, OREGON

COPY

Frank P. Farrell
B. Kent Blackhurst

September 17, 1952

State Highway Commission
Salem, Oregon

Gentlemen:

Gold Hill Irrigation District advises me that in connection with the construction of the new unit of the Pacific Highway across the river from the City of Gold Hill, that the State of Oregon, through the Highway Commission, has acquired approximately 50 acres of land which is within and subject to assessment by Gold Hill Irrigation District.

I assume that all irrigation district assessments against such lands have been or will be paid in full.

The secretary of the district further advises me that the State Highway Commission has acquired the Chris Hansen property in the district, of which approximately 14 acres is irrigated and subject to assessment by the district and which probably may not be required for highway purposes.

At present there are approximately 1,000 acres of assessable land under the Gold Hill Irrigation District. If approximately 50 acres thereof shall be taken by the State and relieved from future assessments, the assessments upon the remaining lands of the district will necessarily have to be increased in order to provide funds for bond service and maintenance and operation.

The District is desirous that no more lands within the District be acquired than is necessary for highway purposes.

In my opinion it is questionable as to whether or not the lands acquired by the State for highway purposes are relieved from future assessments by the District.

Apparently no negotiations have been had by the Highway Commission with the directors of the District with reference to the above mentioned lands acquired by the State.

In view of the serious detriment to the District and the rights of the bondholders of the District, it occurs to me that some consideration should be given the District for its possible loss of revenue from these lands by exclusion proceedings with possible reimbursement to the District or other means as may be agreeable.

FARRELL & BLACKHURST
Attorneys at Law
Fluhrer Building
MEDFORD, OREGON

COPY

Frank P. Farrell
B. Kent Blackhurst

September 17, 1952

State Highway Commission
Salem, Oregon

Gentlemen:

Gold Hill Irrigation District advises me that in connection with the construction of the new unit of the Pacific Highway across the river from the City of Gold Hill, that the State of Oregon, through the Highway Commission, has acquired approximately 50 acres of land which is within and subject to assessment by Gold Hill Irrigation District.

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In view of the serious detriment to the District and the rights of the bondholders of the District, it occurs to me that some consideration should be given the District for its possible loss of revenue from these lands by exclusion proceedings with possible reimbursement to the District or other means as may be agreeable.

FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 16, 1952

SUBJECT:

To:

Mr. W. C. Williams
Asst. State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir:

Herewith two copies of the letter from the Gold Hill Irrigation District. We are providing for the 6-foot half-round flume of the crossing of Kane Creek and have also taken care of the spillway at the Kane Creek flume.

You will note that the district speaks about increasing the size of any and all siphons and culverts along the canal where it must be relocated to accommodate the highway. I do not know how far you want to go in giving the district facilities over and above those they now have, and you will probably want to refer the matter to Edwards.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP:gm
Encls.

NOTED
W. C. WILLIAMS

RECEIVED
SEP 17 1952
OFFICE OF
STATE HIGHWAY ENGINEER

I am not suggesting anything specific at this time but do believe that this is a matter which should receive the consideration of the Commission and appropriate arrangements made with the District so the detriment to the District can at least be minimized, and suggest that a conference be had by a representative of the Highway Commission and the Board of Directors of the District.

It further appears that no contact has been made with the District by any representative of the Commission with reference to culverts, siphons, etc., as may be required for the delivery of water under the proposed highway right-of-way. The matter of delivery of water from the canal of the District to lands lying across the highway is an important consideration to the District as proper and appropriate siphons, flumes, culverts or other means will be required and the size and location thereof is of the utmost concern to the irrigation district.

May I suggest that your local engineer contact the Board of Directors of the irrigation district and discuss these matters with them.

Yours very truly,

(Signed) F. P. FARRELL

F. P. Farrell

FPF:mg

cc: Gold Hill Irrigation District

FORM E-30 25M 1-52 65419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 16, 1952

SUBJECT:

To:

Mr. W. C. Williams
Asst. State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir:

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Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP:gm
Encls.

NOTED
W. C. WILLIAMS

RECEIVED
SEP 17 1952
OFFICE OF
STATE HIGHWAY ENGINEER

[illegible] HILL IRRIGATION DISTRICT
Route 1, Box 202,
Gold Hill, Oregon

C O P Y

Sep. 14, 1952

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Re: Flume at Kane Creek, Rock Point-Blackwell Sect. Pacific Highway.

Attention Mr. G. S. Paxson:

PLEASE RETURN TO
W. C. WILLIAMS

Gentlemen:

The directors of the Gold Hill Irrigation District have carefully noted the details shown in your print left with us by Mr. P. M. Stephenson.

Due to a heavy loss of water through the banks and bottom of our unlined canal, it has been impossible at times to get sufficient water to users in the lower half of our district during the annual dry season.

In 1951 we started work to overcome this deficiency by widening the canal at many points. Our plans contemplated the widening of the flumes over Blackwell and Kane Creeks. These flumes are now the same size as the long one at Rock Point.

When the Blackwell and Kane creek flumes are carrying water to their maximum capacity, the Rock Point flume carries much less than it's maximum capacity due to the loss of water between Kane creek and Rock Point and especially between between the Kane creek and Galls creek flumes.

A portion of our canal between Kane creek and Galls creek runs paralel to the Old Stage Road, is high above and very close to the road. The loss of water in this area is greater than we like to acknowledge. To overcome this loss in that part of the canal would entail an expenditure out of proportion to the sise of our district. We have less than 14 miles of ditch as compared with about 250 miles in the Grants Pass Irrigation District and 260 miles or more in the Medford District.

We had one thousand acres over which to spread the costs of maintenance & operation and retirement of bonds. The relocation of the Pacific Highway within our district has cut our assessable acreage about five per cent.

With these things in mind we make bold to suggest and request that you increase the capacity of the Kane Creek flume and any and all siphons and culverts along our canal where it must be relocated to accomodate the relocation of Pacific Highway.

We believe a capacity increase of close to 30% over that shown in your drawings would be adequate, BUT please note that the grade or fall in our canal is slight, so slight that an increase in width is essentioal rather than an increase in depth.

To lower the bottom of the canal or a culvert would not increase the capacity. To make the walls or banks higher would only serve to back the water up and reduce the speed of flow.

A flume at Kane Creek with a half-circle cross section and a width of 5'-8" or 6 feet would be approved by the Gold Hill Irrigation District. The increase in depth would add little or nothing to the capacity of the flume but the increase in width would do the job.

SPILLWAY

The spillway (marked overflow gate on your detail) should have a concrete lined channel from it to the low water level or the mean water level of the creek and terminate on a footing extending down below probable erosion.

The present spillway at the Kane Creek flume had such a lined channel but it did not have a footing of adequate depth at it's lower end. The flow in the creek plus the Wintertime flow of water from the flume undercut the concrete. It can be seen there now in a tumbled mass.

We believe the absence of such a concrete lined channel from the flume spillway to the creek would result in undercutting the entire concrete structure at the intake to the flume. The spillway must be kept open thru the Winter to releive the pressure of storm water which accumulates in the canal.

Your aid and cooperation will be greatly appreciated.

GOLD HILL IRRIGATION DISTRICT

By G. Ivan Peoples /s/ President.

Route 1, Box 202, Gold Hill, Oregon.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

OREGON DISTRICT
BFI-131(14)
7 [illegible]
3710

BFI-131(14)

October 6, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project BFI-131(14), Rock Point-Blackwell Hill Section (Structures) of the Pacific Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Yours very truly,

GPolk
C. G. Polk
District Engineer

RECEIVED
OCT 1 1952
OREGON
STATE HIGHWAY COMMISSION

CONTRACTS and
AGREEMENTS No. 1376

FI-151(4)
3810

Salem, Oregon
July 29, 1952

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto is a conformed copy of an agreement with Jackson County concerning county roads on the Rock Point-Blackwell Hill Section of the Pacific Highway in Jackson County.

The original of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Jackson County.

Yours very truly,

Secretary

rn
Attach: 1

BY SECRETARY

24-1606 Chemeketa St.-Vista Ave. Sec. 1952
Traffic Signals on the Pacific
#3811 Hwy.

RECEIVED
1953
FOR FILING

4-1

April 15, 1953

Electric Corp.
1270 Wilber St.
Salem, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on April 8, 1953, had under discussion your request for an extension of time of 28 days, from January 31 to February 28, 1953, within which to complete your contract No. 3811 for installing traffic signals on the Chemeketa St.-Vista Ave. Section at Salem on the Pacific Highway East, Marion County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: J. D. Walker,
Division Engineer

Haven Nutting,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD

4-15-53

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 3, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3811	4-final	ELECTRIC CORPORATION	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
5808	R-63406	$ 1,833.65	4/3/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Jan. 31, 1953

Time Extensions: None

Completion Date: Feb. 20, 1953

Date Accepted: April 8, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-10-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary
By Floyd Query
Acting Secretary

Warrant Mailed: APR 13 1953
A A Wicklander

RECEIVED
1953
FOR FILING

[illegible]

[illegible]

March 9, 1953

General Casualty Company of America
Huggins Insurance Agency
373 North Church St.
Salem, Oregon

Gentlemen:

State Highway contract No. 3811 for work performed on the Chemeketa St.-Vista Ave. Section at Salem on the Pacific Highway East in Marion County was completed by the contractor, Electric Corp., on February 20, 1953, but has not as yet been accepted by the Commission.

Final payment in the amount of $1,833.65 will be released to the contractor after acceptance by the Commission. The total contract amount is $15,182.00, and no force account work was performed on the project.

The state is not advised of any unpaid claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

NOTED ON CARD

3-9-53
m

RECEIVED
1953
FOR FILING

24-1

March 2, 1953

State Highway Commission

Request for extension of time
No. 5
April 8 and 9 meeting

Gentlemen:

Re: Traffic Signal Installation
at Chemeketa Street-Vista
Avenue in Salem, Contract 3811
Electric Corporation, Contractor

Herewith copy of an application from the Electric Corporation, contractor for the Chemeketa Street-Vista Avenue Traffic Signals in Salem, for an extension of time to cover the completion of the work on this project. The contract completion date was January 31, 1953.

The City of Salem requested that we postpone any work that would interfere with traffic during the Christmas holiday rush. This was done and accounts for the delay. The project was completed on February 20, 1953.

It is recommended that the extension requested, which was from January 31 to February 20, 1953, be granted without penalty to the contractor. This is a State Project and the concurrence of the Bureau of Public Roads is not required.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm

RECEIVED
NOV 14 1952
FOR FILING

R

November 13, 1952

Electric Corp.
1270 Wilber St.
Salem, Oregon

Gentlemen:

We enclose herewith, for your files, a fully executed copy of contract No. 3811, which was awarded to you on October 21, 1952 by the State Highway Commission, for traffic signal installation on Chemeketa St.-Vista Avenue Section on the Pacific Highway East in Marion County.

An executed copy of this contract is also being sent to the the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 11/13

RECEIVED
OCT [illegible] 1952
FOR FILING

October 22, 1952

Electric Corporation
1270 Wilber Street
Salem, Oregon

Gentlemen:

The State Highway Commission on October 21, 1952 awarded to you State Highway Contract No. 3811 for construction of automatic control signals at twelve street intersections in the city of Salem in Marion County. This award was based on your bid of $15,182.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl

cc:
H. G. Smith
S. H. Probert
G. S. Paxson
SIAC W. M. Franzwa

RECEIVED
FOR FILING

34-A
3-11

Salem, Oregon
September 19, 1952

Proposed Traffic Signal Installation
US99E - Salem

Mr. C. W. Enfield
Legal Department

The State Highway Commission has approved the installation of certain traffic signals on the Pacific Highway East in the City of Salem. Will you please prepare the necessary State-City agreement.

In the way of material to be included in the agreement, I offer the following:

1. The highway involved is the Pacific Highway East, No. 1E.
2. The streets involved are Commercial and Liberty Streets. Also involved is certain work to be done at the City's sole expense on High Street which is not a part of the State Highway system.
3. The work to be done consists of the following:
    - a. Installation of traffic signals at the following intersections: Commercial Street and Vista Avenue; Liberty Street and Ferry Street; and Commercial Street and Ferry Street.
    - b. Removing existing traffic signals at the intersection of Commercial Street and Oxford Street and re-installing these signals at the intersection of Commercial Street and Rural Avenue.
    - c. Exchanging and replacing the controllers in the existing traffic signals at the following intersections: Commercial Street and State Street; Commercial Street and Court Street; Liberty Street and State Street; and Liberty Street and Court Street.
    - d. Interconnection of all the signal systems mentioned above with the existing traffic signal system on Commercial and Liberty Streets, between Mission Street and Boice Street.
    - e. Installation of traffic signals at the intersection of Chemeketa and High Streets.
    - f. Replacing of the controllers in the existing traffic signals at the intersection of Court and High Streets, and State and High Streets.
4. The total cost of installation is estimated to be $18,000.00.

5. The State shall make the installation in the first instance with either its own forces or by contract and pay all costs thereof. The final cost shall be shared by the State and City as outlined below:

   a. The cost of all work to be done on Commercial and Liberty Streets shall be shared equally by the City and the State, with the exception that the City shall pay $170.00 extra to care for the added cost of extra length poles and of transformer bases to be installed at the intersection of Liberty and Trade Streets.
   b. The City shall pay all costs of all work to be done on High Street. This work is estimated to cost $3,000.
   c. The City shall receive credit in the amount of $340.00 for two existing steel strain poles at the intersection of Liberty and Trade Streets.
6. The City shall furnish the controllers for the three High Street intersections.
7. The City shall return the signed agreement and submit its check for $10,330.00.
8. The City shall obtain from local utility companies permission to attach supervisory cable to utility poles, as shown on sheets four and six of the attached plans. Written permission for such attachment shall be included when returning the signed agreement.
9. The City shall do all the necessary tree trimming to provide full visibility of the proposed signals.
10. The City shall maintain the signals after installation and pay for all electrical energy consumed. The timing program shall not be changed without prior approval in writing from the State.

It is planned to let the contract for this installation at the October meeting of the Commission. Thus, it would be appreciated if you would expedite the preparation for this agreement. If, after preparation, you will submit the agreement to this office through Mr. Williams' office, we will check them and care for further processing.

F B Crandall

F. B. Crandall
Traffic Engineer

VJ:mm
Attachments
cc: W. C. Williams
J. W. Cattrall

RECEIVED
AUG [illegible] 1952
FOR FILING

24-1600
Traffic
3811
Salem

August 8, 1952

Mr. J. L. Franzen
City Manager
Salem, Oregon

Dear Mr. Franzen:

With reference to installation of signals in the city of Salem as discussed in your letter of August 5, I believe it will be possible to include the additional signal at Commercial and Washington Streets providing we should get a lower bid than anticipated.

We shall prepare our plans for the other signals, and, should the bids be low enough to permit the additional signal, we believe we could execute a price agreement with the low bidder on the same unit basis for installation of the additional signal.

After bids have been received and we know the amount, we will take this matter up with you promptly.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. F. B. Crandall

City of Salem, Oregon

OFFICE OF CITY MANAGER

CAPITAL OF THE STATE OF OREGON — INCORPORATED 1857

August 5, 1952

Oregon State Highway Commission
Salem, Oregon

W. C. WILLIAMS

Attention: Mr. W. C. Williams
Assistant State Highway Engineer

Gentlemen:

In reply to your letter of June 12 regarding installations of traffic signals to be installed during the year 1952 as shown on the map accompanying the letter, I find that the city's share in this plan is $14,300 and the amount budgeted for traffic lights is $12,500. After studying the situation I believe if we would eliminate for this year the proposed signal on Commercial and Washington street we could come within our budget. I have taken this matter up with Mr. Head and he informs me that this would be satisfactory.

However I find at this time that bids are being received by the Highway Department much lower than their estimate. Should your bids for these installations come within a reasonable amount of the $12,500, we will probably be able to raise a little more. I should like to see this signal installed if it can come within the amount of money that we are able to raise.

Otherwise I think the plan as outlined is satisfactory and so far as the city is concerned you may proceed with the proposed installation.

Yours very truly,

J. L. Franzen

J. L. Franzen
City Manager

JLF:b

RECEIVED
AUG 6 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED

FOR FILING

Maint

Traffic

Lights

June 12, 1952

Mr. J. L. Fransen
City Manager
Salem, Oregon

Dear Sir:

Confirming conversation had between you and representatives of the Traffic Engineering Division on June 5, traffic signal plans for the City of Salem during the year 1952 are as shown on the attached map. In general, it is planned to accomplish on a fifty-fifty basis the following work incident to traffic signals in Salem.

1) New Installations

   a. South Commercial and Ferry Streets
   b. South Liberty and Ferry Streets
   c. South Commercial and Washington Streets
   d. South Commercial and Rural Streets1/
   e. South Commercial Street and Vista Avenue

2) Interconnect all traffic signals on Commercial and Liberty Streets between Chemeketa Street and the south city limits at Vista Avenue.

3) Conversion of Obsolete Controllers so They May Be Interconnected

   a. Commercial and Court Streets
   b. Commercial and State Streets
   c. Liberty and Court Streets
   e. Liberty and State Streets

1/ The signal at South Commercial and Oxford Streets will be moved to this location.

The total cost of this work is estimated to be $20,000. In keeping with standard policies this cost will be shared equally between City and State.

During the conversation it was stated that the City, as a part of this work, is desirous of installing traffic signals at the intersection of High and Chemeketa Streets and of exchanging the controllers at the intersections of High and Court Streets and High and State Streets. This work can be done as a part of the over-all contract with the cost of these particular items being borne by the City. It is estimated that this portion of work will cost $4,300.

If the City is agreeable to the foregoing, please advise and I will be pleased to present the matter to the Highway Commission.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

JAH:bv

cc Mr. F. B. Crandall

During the conversation it was stated that the City, as a part of this work, is desirous of installing traffic signals at the intersection of High and Chemeketa Streets and of exchanging the controllers at the intersections of High and Court Streets and High and State Streets. This work can be done as a part of the over-all contract with the cost of these particular items being borne by the City. It is estimated that this portion of work will cost $4,300.

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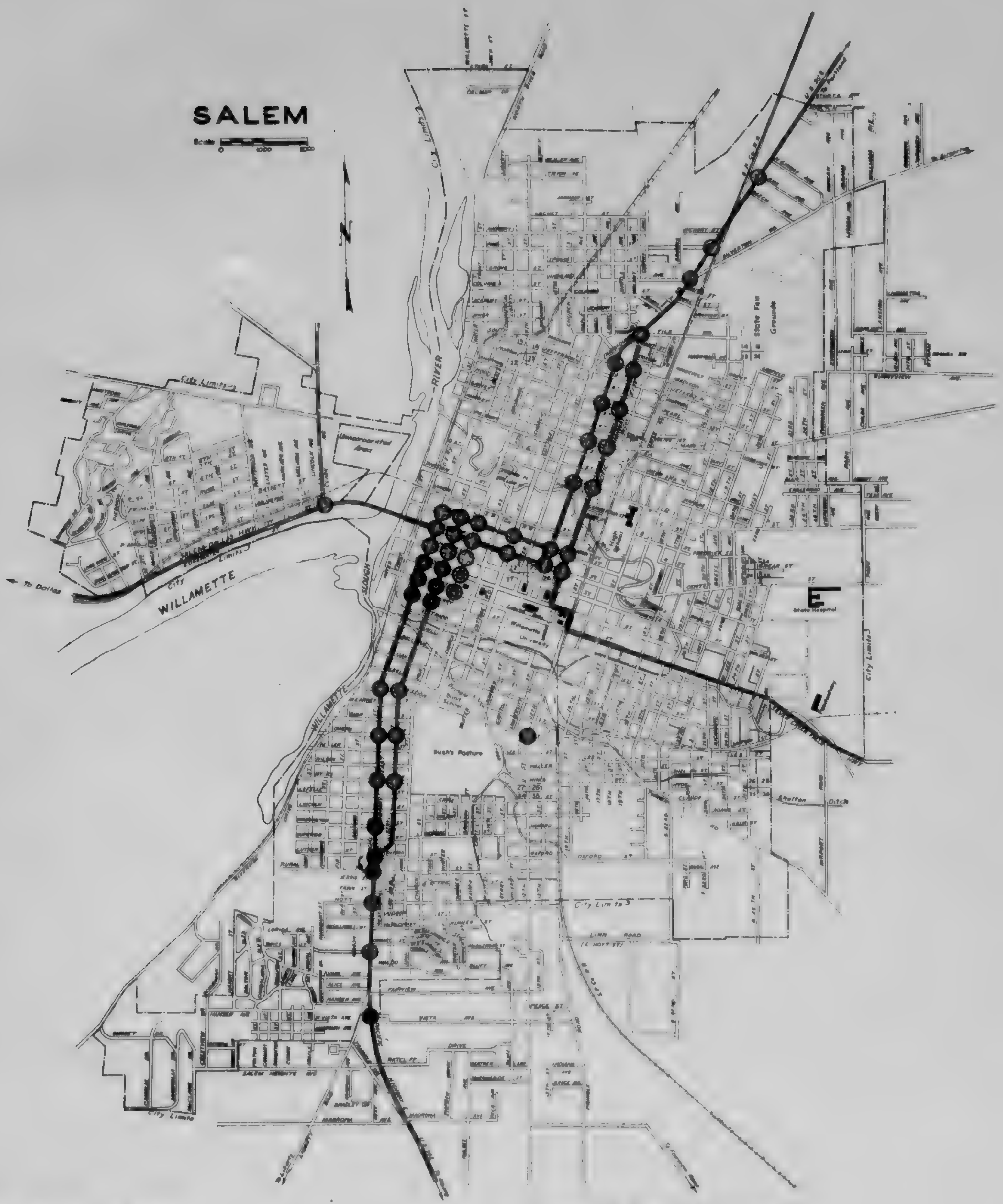
Very truly yours,

W. C. Williams
Assistant State Highway Engineer

JAH:bv

cc Mr. F. B. Crandall


SALEM
Scale 0 1000 2000
N
City Limits
RIVER
WILLAMETTE
WILLAMETTE
SLOUGH
Unincorporated Area
SALEM DALLAS HWY
To Dallas
Willamette University
Bush's Pasture
State Fair Grounds
State Hospital
Shelton Ditch
City Limits
OXFORD ST
LIMA ROAD

▬ State Highway

● Existing Traffic Signal

● Replace Existing Controller
(State & City Funds)

● Install Traffic Signal
(State & City Funds)

◉ Replace Existing Controller
(City Funds Only)

○ Install Traffic Signal
(City Funds Only)

[illegible]

25-3404 Heppner Maintenance Building 1952

#3812

RECEIVED
1953
FOR FILING

June 30, 1953

Fireman's Fund Indemnity Co.

401 California St.
San Francisco 20, Calif.

Gentlemen:

State Highway Contract No. 3812, for construction of Heppner Maintenance Building in Morrow County, was completed by the contractor, Swendig & Son, on April 30, 1953 and was formally accepted by the Highway Commission on June 25, 1953.

Final payment in the amount of $5,975.55 will be released to the contractor on or after July 10, 1953. The total contract amount is $19,086.00, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Fireman's Fund Indemnity Co.
George J. Campbell, Agent
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 29, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3812	4-final	SWENDIG & SON	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
12135	R-70026	$ 5,975.55	June 26, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wiklander
ACCOUNTING DIVISION

Specified Completion Date: May 31, 1953

Time Extensions: None

Completion Date: April 30, 1953

Date Accepted: June 25, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: ~~7-1-53~~ 7-10-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: JUL [illegible]
A A Wiklander

NOTED ON CARD
7-10-53 gl

RECEIVED
DEC 1952
FOR FILING

November 28, 1952

Swendig & Son, Contractor
522 7th St.
Redmond, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3812, which was awarded to you on October 21, 1952 by the State Highway Commission covering construction of Heppner Maintenance Building in Morrow County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
FOR FILING
[illegible]
[illegible]

November 5, 1952

Swendig and Son
522 Seventh Street
Redmond, Oregon

Gentlemen:

In connection with the contract awarded October 21 to your company for construction of the Heppner Maintenance Building, we have received a letter from the State Industrial Accident Commission advising that your account with them is delinquent.

This letter is simply a reminder that under the provisions of the contract awarded to you, the contractor is required to accept the full provisions of the Workman's Compensation Act.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

RECEIVED
OCT [illegible]
FOR FILING

October 22, 1952

Swendig & Son
522 - 7th Street
Redmond, Oregon

Gentlemen:

The State Highway Commission on October 21, 1952 awarded to you State Highway Contract No. 3812 for construction of a maintenance building in the city of Heppner in Morrow County. This award was based on your bid of $18,510.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl

cc:
H. G. Smith
S. H. Probert
G. S. Paxson
SIAC W. M. Franzwa

RECEIVED
AUG [illegible] 1952
FOR FILING

FORM E-20X 15M 1-52 88419

25-24.1
Bldgs & Sites
2812

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 1, 1952

SUBJECT: Proposed Maintenance Station Building at Heppner

To:

Mr. G. S. Paxson
Bridge Engineer
Office

Dear Sir:

Herewith vicinity map showing the proposed maintenance station building to be constructed at Heppner. The two parcels of property involved are under option and purchase should be approved by the Highway Commission at their August 18-19 meeting. We would, therefore, like to include in the advertisement for the next meeting the building as shown.

We propose a masonry block building with uplift doors and aluminum roof. It is desired to provide a 26 foot wide Shop Unit, 36 feet deep. The door to be of the same dimensions as that provided for in the Baker and Pendleton buildings advertised for the August meeting. The standard compliment of facilities should be provided consisting of flue, toilet, work bench and storage cupboard.

In addition to the Shop unit we propose five storage bays 32 feet deep. This building will be somewhat similar to the building constructed at Timberline where the building is composed of two parts; one 32 feet deep and the other 36 feet deep both with doors of different height and width. There is a definite need for a 36 foot deep Shop unit and we were able to obtain authority to construct only the shop unit, 36 feet deep.

City water is located 125 feet South of our property line and power is available although Mr. Smitton has neglected to show location of power poles on vicinity map. We will obtain this information for you. Some leveling and grading of the property will be required and we plan to do this by State Forces prior to the construction of the building. State Forces will also perform such fencing and surfacing as is necessary and will install gas pumps.

Very truly yours,

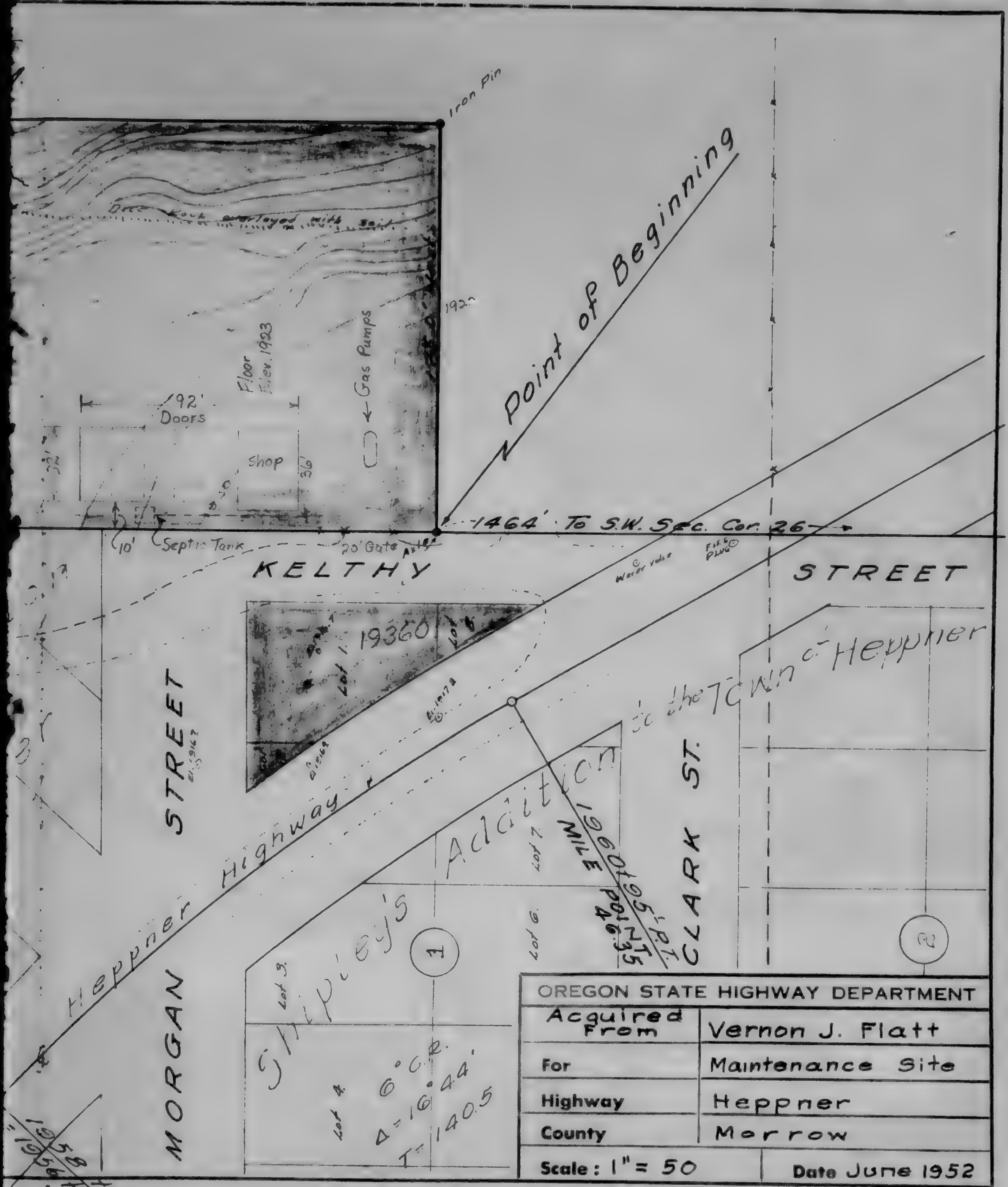
I. A. Derrance
Assistant Maintenance Engineer

IAD:db
Encl.
cc: W. W. Stiffler - Encl. E. F. Chidsey - Encl.
L. C. Smitton - Encl.

NOTED
W. W. STIFFLER

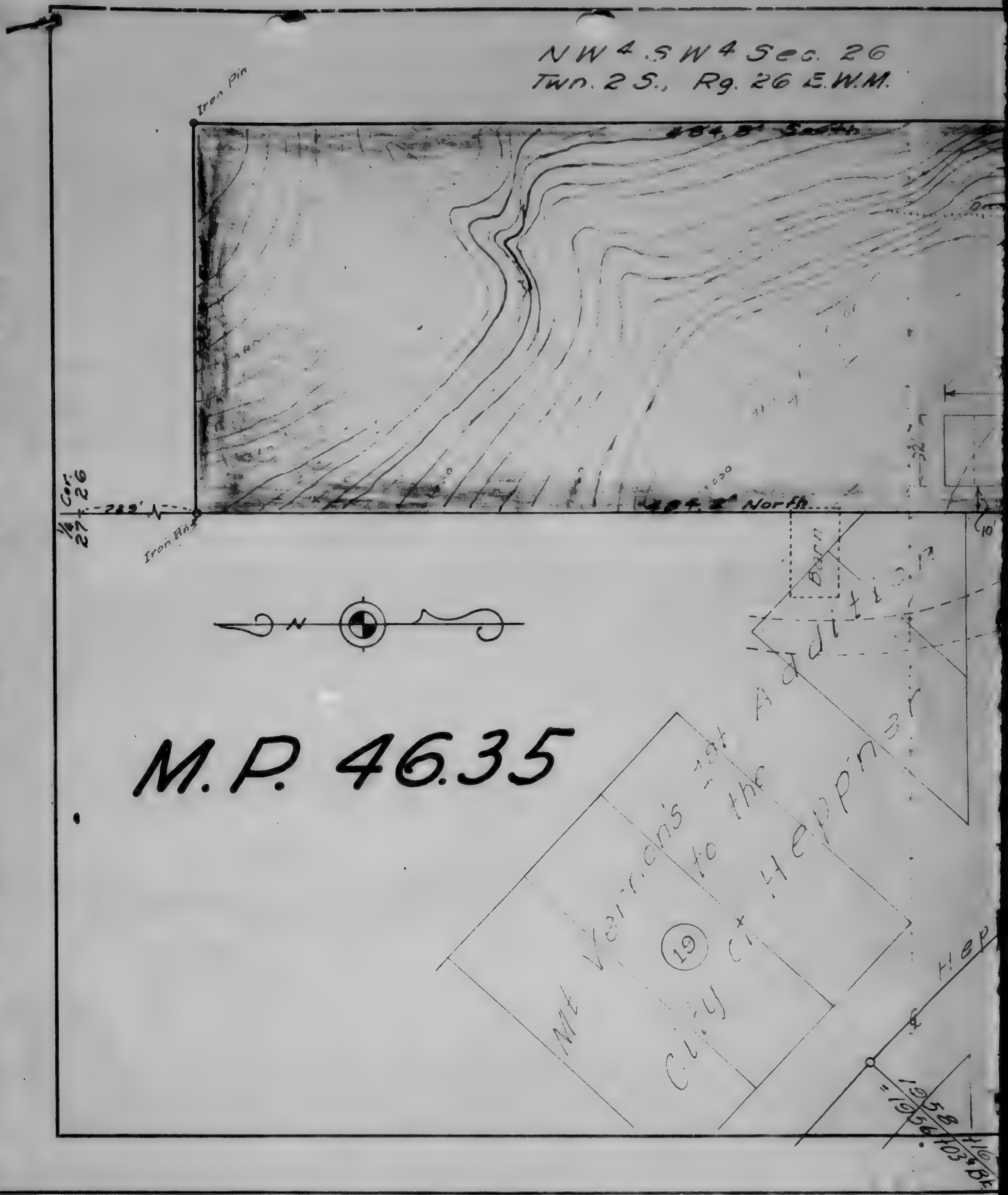
Agenda File

1R-1-445


Iron Pin
Point of Beginning
Dirt bank overlayed with soil
1922
Floor Elev. 1923
Gas Pumps
92'
Doors
Shop
36'
32'
10'
Septic Tank
20' Gate
1464' To S.W. Sec. Cor. 26
Water valve
Fire Plug
KELTHY
STREET
19360
Lot 1
MORGAN
STREET
CLARK ST.
Heppner Highway
Shipley's Addition to the Town of Heppner
MILE POST 46.35
1960+95' P.T.
Lot 7
Lot 6
Lot 3
Lot 4
6° C.R.
Δ=16°44'
T=140.5
1
2
1956+
1958+03 B.C.

OREGON STATE HIGHWAY DEPARTMENT	
Acquired From	Vernon J. Flatt
For	Maintenance Site
Highway	Heppner
County	Morrow
Scale : 1" = 50	Date June 1952

3B-11-14 (400')


NW 1/4 SW 1/4 Sec. 26
Twn. 2 S., Rg. 26 E.W.M.
Iron Pin
484.8' South
484.2' North
1/4 Cor. 27 26
283'
Iron Bar
32'
10'
Barn
N
M.P. 46.35
Mt Vernon's 1st Addition to the City of Heppner
19
Hep
1958
1956
103 Bk
1/16

RECEIVED
JUL 15 1952
FOR FILING
FORM E-30X 25M 6-50 42289

[illegible]
[illegible]
3812

[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 10, 1952

SUBJECT: Files 19359 & 19360
Morgan-Heppner Section
Heppner Highway

To:

R. W. Cozad
Right of Way Supervisor
Oregon State Highway Dept.
Bend, Oregon

The Maintenance Department is desirous of acquiring a site for a maintenance building in Heppner. They have submitted to us descriptions on two parcels shown on the accompanying map. Also, someone has taken an option on the larger tract which is owned by Vernon J. Flatt and Lillian K. Flatt, in an amount of $1300.00.

Before presenting this matter to the Commission the State wishes to acquire a small tract of land located southwesterly from the intersection of Morgan and Kelthy Streets, to be used as an entrance. This property is owned (I hope) by the Interior Warehouse Company.

Will you see what can be done towards securing an option so that the entire matter may be presented to the Highway Commission.

FORREST COOPER
Right of Way Engineer

FC:rmw

cc: W. W. Stiffler
E. F. Saling

RECEIVED
JUL 11 1952
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
W. W. STIFFLER

RECEIVED
JUL 1952
FOR FILING
FORM E-30 25M 1-52 55419

Maint.
Bldg. Sites

Heppner.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 7, 1952

SUBJECT: Proposed Maintenance Site at Heppner.

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Dear Sir:

Enclosed herewith is Authorization for Negotiation, Statement of Information, and Description of Property for two parcels of land and a vicinity map showing the proposed maintenance site in the City of Heppner.

Also enclosed is the original copy of the Real Estate Option with Vernon J. Flatt and Lillian K. Flatt for the purchase of 1.93 acres in Heppner for $1300. This 1.93 acres is a satisfactory maintenance station site.

If we could also obtain fractional lots 1, 2 and 8 from the Interior Warehouse Company at a reasonable price, say not over $150, our entrance to the site could be considerably improved.

It is proposed that a standard 32'x92' masonry block maintenance building be constructed as outlined on the site map. The property is a short distance, 60 feet, from the Heppner Highway and if the purchase from the Interior Warehouse Company can be negotiated, a direct approach and improved entrance can be made. City power and water are available at this site. Some leveling and grading will be necessary. This could be done by state forces prior to letting the contract.

It is our recommendation that this site be purchased at the $1300 figure and that the Right of Way Department be authorized to negotiate for the corner lot owned by the Interior Warehouse Company. If you approve this recommendation, would you please advise the Right of Way Department to proceed with negotiations.

[illegible] to H.G. [illegible]
7-7-52

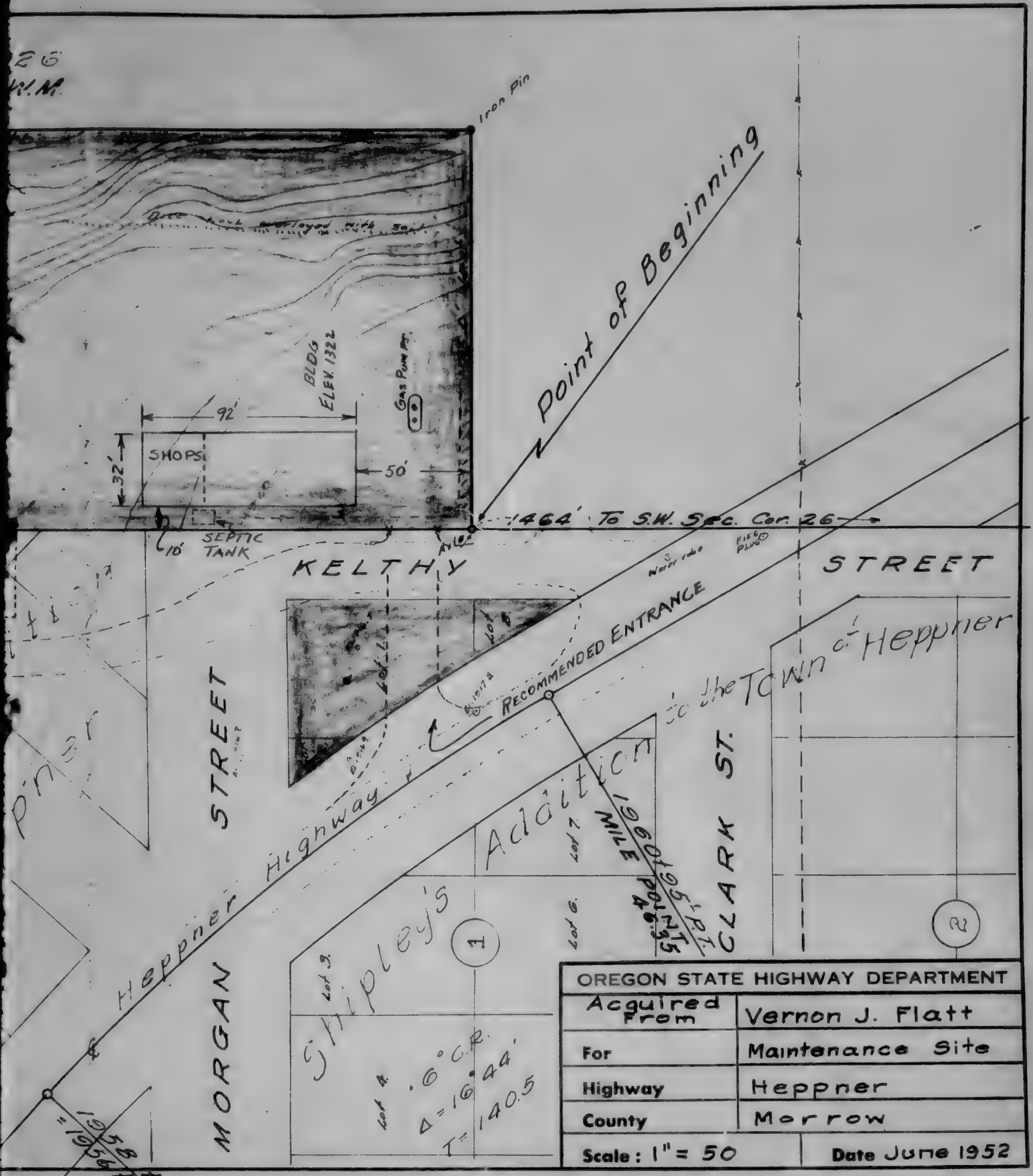
Very truly yours,

E. Collier

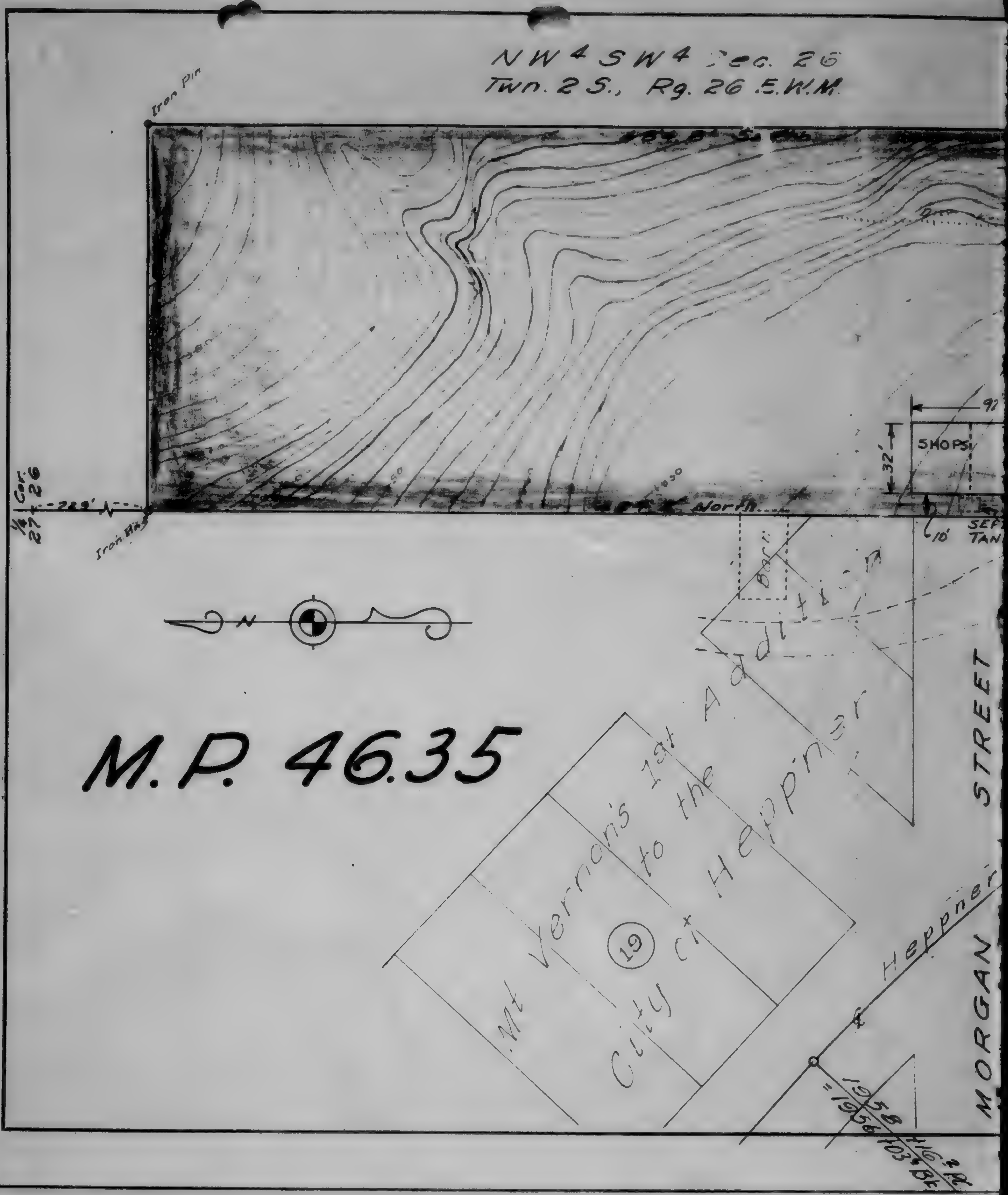
E. A. Collier
Maintenance Engineer

NOTED
W. W. STIFFLER

AL:db
Enclosures
cc-


26
W.M.
Iron Pin
Point of Beginning
BLDG
ELEV. 1322
Gas Pump
92'
32'
SHOPS
50'
SEPTIC
TANK
10'
1464' To S.W. Sec. Cor. 26
KELTHY
STREET
Fire Plug
RECOMMENDED ENTRANCE
Lot 17
Lot 6
Heppner Highway
to the Town of Heppner
STREET
MORGAN
CLARK ST.
Shipley's Addition
Lot 7
Lot 6
Lot 3
Lot 4
1
2
Mile 19 Sta. 1955+35.4 P.T.
6° C.R.
Δ=16°44'
T=140.5
1958+16.2 P.
=1956+03.9 Bk.

OREGON STATE HIGHWAY DEPARTMENT	
Acquired From	Vernon J. Flatt
For	Maintenance Site
Highway	Heppner
County	Morrow
Scale : 1" = 50	Date June 1952


NW 1/4 SW 1/4 Sec. 26
Twn. 2 S., Rg. 26 E.W.M.
Iron Pin
1/4 Cor. 26 27
229'
Iron Pin
North
50
4850
Barn
92
SHOPS
32'
10'
SEP
TAN
N
M.P. 46.35
Mt Vernon's 1st Addition to the City of Heppner
19
Heppner
MORGAN STREET
1958 116.2 Ft.
" 1956 103. Ft.

UI-323(3) 122nd Ave. Overcrossing 1952

#3813

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 22, 1954

(CONTRACT NO.) [illegible]	(EST. NO.)	(CONTRACT0R)	
3813	12-final	ERICK ENQUIST	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
4945	R-89785	$ 3,063.68	3/18/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

Specified completion Date: Nov. 30, 1953

Time Extensions: to Jan. 1, 1954 without penalty

Completion Date: Dec. 31, 1953

Date Accepted: Jan. 21, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-23-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: A. A. Wicklander

3-23-54

RECEIVED
MAR 1 [illegible] 1954
FOR FILING

March 9, 1954

American Surety Company of New York
David A. Lewis, Assistant Manager
725 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3813 for construction of the 122nd Avenue Overcrossing on the T. H. Banfield Expressway in Multnomah County was completed by the contractor, Erick Enquist, on December 31, 1953 and was formally accepted by the Highway Commission on January 21, 1954.

Final payment in the amount of $3,063.68 will be released to the contractor on or after March 19, 1954. The total contract amount is $42,103.65, of which amount $3,754.47 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: American Surety Company
S. H. Melrose, Jr., Agent
Yeon Bldg.
Portland, Oregon

NOTED ON CARD

3-9-54

RECEIVED
[illegible]
FOR FILING

[illegible]

[illegible]

[illegible], 19[illegible]

Mr. [illegible]
Box 747
Troutdale, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on January 31, 19[illegible], had under discussion your request for an extension of time from [illegible] 31, 19[illegible] to and including [illegible] 1, 19[illegible] within which to complete your contract No. [illegible] for construction of [illegible] to the [illegible] in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer whose report on the project considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

[illegible]

Secretary

gl

cc: [illegible] Skelton,
Division Engineer

[illegible],
Resident Engineer

[illegible]xson,
Assistant State Highway Engineer

RECEIVED
DEC
FOR FILING

December 21, 1953

Request for extension of time
No. 5
January 21 and 22 meeting.

Oregon State Highway Commission

Gentlemen:

Re: 122nd Avenue Overcrossing
on the Banfield Expressway
Contract No. [illegible]

Erick [illegible], contractor for the construction of the 122nd Avenue viaduct which carries the Banfield Expressway over the county road on 122nd Avenue, has requested an extension of time from November 1, 1953 to and including January 1, 1954 to complete the work on the project.

All work in the original contract was completed prior to the contract completion date, and the additional time has been made necessary by reason of extra work done under our orders. There has been no inconvenience to traffic, nor additional cost to the State.

It is recommended that the extension be granted without penalty to the contractor. Attached hereto is the concurrence of the Bureau of Public Roads in this time extension.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encls.

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 3, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project UI-323(3), 92nd Avenue-122nd Avenue Section (Structures) of the T. H. Banfield Expressway in Multnomah County, have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

R

Mr. Williams:-

For your information. Mr Skelton handled this matter very well.

G.H.C.

RECEIVED
JUL 30 1953
FOR FILING

WI-322(3)

3813

NOTED

2-

R

FORM E-20X 25M 6-51 50118

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
July 13th, 1953

SUBJECT:

To: Mr. G. S. Paxson
Bridge Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I will try to bring you up to date on the matter of our grading contractor, Gibbons and Reed, using the 122nd Avenue structures on the T. E. Banfield Expressway to move material from the east side of the structure to where it goes west of this structure. I believe you have copies of all correspondence on this matter, beginning with J. T. Skelton's report of June 19th to myself, my letter of June 20th to Mr. Enquist, my letter of July 3rd to Mr. Donald H. Joyce, which was cleared through your office and was accompanied by a letter dated June 29th from Mr. Joyce to myself. Both of these letters were forwarded to you with my letter of July 3rd. You also have copy of my letter of July 8, 1953 to Mr. Enquist, and my letter of July 10th to his attorney, Mr. Donald H. Joyce, confirming my conversation with him as of that date.

On July 10th Mr. Joyce called me while Mr. Enquist was in his office in regard to permitting our grading contractor to cross the 122nd Avenue viaduct. I discussed the matter of Enquist's responsibility for cleaning up the structure with Mr. Joyce, and at his request, confirmed this in my letter of July 10th. A short time after my conversation with Mr. Joyce, Mr. Enquist went to J. T. Skelton's office, apparently to discuss with him the matter of our grading contractor hauling across the bridge. J. T. Skelton called me, and stated that Enquist wanted to discuss this matter further. Enquist stated that he would not permit the contractor to cross the bridge, and would use a gun if necessary, unless we would clear a lot of questions about future and potential damage. I suggested to him that he put any questions he wished in writing and submit them to me, and that I would either answer them or get an answer for him. I also advised him that we were going to cross the bridge the following day July 11th, and that if there was any interference from him, that I would call the sheriff's office and have him arrested, and suggested that the only way we would stop our operations would be by his obtaining an injunction from the court having jurisdiction.

On Saturday morning at about 8:30, Mr. Ladd, Superintendent for Gibbons and Reed, called me and advised that Mr. Enquist had erected barricades on the bridge and had put up "No Trespassing" signs. A few minutes after my call from Ladd, the sheriff's office at the court house called me and advised me of this action by Mr. Enquist, who apparently had enlisted the sheriff's force to back up his closure. I explained the situation to the deputy, and advised him that I was going at once to the bridge, and requested their cooperation to prevent any further interference from Enquist. On my arrival at the bridge, I removed the barricades and signs from the north structure, and then advised Mr. Enquist, Mr. Ladd of Gibbons and Reed, and the deputy sheriff that Gibbons and Reed were authorized and directed to make their temporary approaches to this north structure, and haul their material across the bridge, and that if Mr. Enquist interfered in any way with this operation, I requested the deputy hseriff to arrest him and remove him from the site.

Mr. Enquist at this point cooled down, and advised that if we could assure him that he could get a time extension without penalty if he was delayed beyond his completion date by Gibbons and Reed's operations, he would offer no further objection to the use of the structure. I had him put this request in writing, and I am enclosing herewith a copy of his letter and of my reply. If this reply meets with your approval, it should be released to Enquist, otherwise I would appreciate you replying to his request, sending this office a copy.

As stated above, we are using only the north structure. This leaves the south structure completely free, so that Mr. Enquist can go ahead with his finishing operations. He can also go ahead with the wall he has yet to construct between the two structures. He has already removed the false work where it infringes on the roadway at 122nd Avenue, as per my recent request. Mr. Enquist indicated that he might delay some on the surface finish due to the weather conditions at the present, however even with this delay, I can see no reason why he cannot complete the structure well ahead of the completion date. Gibbons and Reed expect to haul steadily from two to three weeks in their grading operations, and after that will occasional haul surfacing and other material across the bridge. I advised Enquist that as soon as he completed his finish on the south structure, we would move our operations to this structure, and he would have no further responsibility on it.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: H. G. Smith
D. J. Barbee
J. T. Skelton

RECEIVED
DEC 16 1952
FOR FILING
FORM E-30X 15M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 8, 1952

SUBJECT: Easement - OWR&N and UP
Encroachments - Banfield Expressway
82nd - 122nd Avenues
Multnomah County

To: Mr. E. F. Saling
R/W Office Manager
OFFICE

Dear Mr. Saling:

Herewith I hand you copy of letter from Mr. E. F. Kidder, Division Engineer, transmitting fully executed counterpart of agreement with Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company covering longitudinal encroachments on the Banfield Expressway for further handling.

I assume that by reason of the easement contained you will want to make conformed copies and then forward the instrument to be shown on our right of way map, and then forward the executed counterpart to Mr. Glaisyer.

I have talked to Mr. J. W. Nash and it appears that he will want a number of copies for transmission to the Bureau of Public Roads. He states that he usually has photostatic copies made and I suggest that you get in touch with him so that all photostatic copies may be made at one time.

Please note that Mr. Kidder's letter calls attention to the fact that there is a payment of $270.00 to be made as consideration for the encroachments.

Very truly yours,

J. W. DeSouza
Assistant Counsel

JWD:mb
Encs. 2

cc: Mr. W. C. Williams ✓
Mr. J. W. Nash

RECEIVED
DEC 8 1952
[illegible]

RECEIVED
FOR FILING

FORM 3505
7-51-5M

UNION PACIFIC RAILROAD COMPANY

PROPERTY DEPARTMENT

PITTOCK BLOCK
PORTLAND 5, OREGON

T. B. COLLINS,
MANAGER OF PROPERTIES

D. J. CALLAHAN,
GENERAL TAX AND RIGHT OF WAY AGENT

December 4, 1952.

File 1150-168

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Department,
Salem, Oregon.

Attention Mr. W. C. Williams
Assistant State Highway Engineer

cc - Mr. R. L. Porter,
Assistant Right of Way Engineer,
Oregon State Highway Department,
Salem, Oregon.

Dear Sir:

Our Division Engineer, Mr. E. F. Kidder, by letter dated November 18th, forwarded to you the State's executed counterpart of agreement with the Railroad Company covering easement for the Banfield Expressway between N. E. 82nd Avenue and N. E. 122nd Avenue, Multnomah County, with request that you forward to this office the necessary voucher covering consideration of $270.00 provided in Section 1 (b), Page 5.

If execution of voucher claim is necessary for the completion of this transaction, will you please forward same to my office and it will be signed and returned promptly.

NOTED
W. C. WILLIAMS

Very truly yours,

DJ Callahan

RECEIVED
DEC 5 1952

No. 3858
By

ASSIGNMENT

Date: **November 24, 1952**

Description: **Letter of November 18 by E. F. Kidder of the Union Pacific Railroad Company attaching fully executed agreement covering encroachments on the Banfield Expressway**

Acknowledged by _ _ _ _ _ Referred to _ _ _ _ **Cooper** _ _ _ _ _ _ _

Investigate and report with recommendation
xx ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed _ _ _ _ _ _ _ _ _ Report received _ _ _ _ _ _ _ _

Remarks: **Return agreement.**
WCW

FORM 2552
8-50-200M

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 North Larrabee Avenue
Portland 12, Oregon

19646

NOVEMBER 18, 1952

(Refer to File D 9016-32-14)

Mr. R. H. Baldock,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

RETURN TO
W. C. WILLIAMS

Atten: Mr. W. C. Williams,
Ass't. StateHighway Engineer.

Dear Sir:

BANFIELD EXPRESSWAY

Attached is State's fully executed counterpart of agreement with the Railroad covering encroachments on the Banfield Expressway.

I wish to call your attention to the provisions of Section 1 (b), page 5, which provide for the payment of $270.00 upon delivery of the agreement. Will you please arrange for the necessary voucher, sending it to Mr. D. J. Callahan, Tax and Right-of-Way Agent, 811 Pittock Block, Portland.

Yours very truly,

E. F. Kidder,
Division Engineer

enc. 9-8-52.

NOTED
W. C. WILLIAMS

RECEIVED
NOV 14 1952
FOR FILING

November 13, 1952

Mr. Erick Enquist
P. O. Box 747
Troutdale, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 3813, which was awarded to you on October 21, 1952 by the State Highway Commission, covering the 122nd Avenue Overcrossing on The Banfield Expressway, Multnomah County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 11/[illegible]

RECEIVED
OCT [illegible] 1952
FOR FILING

11-

October 22, 1952

Mr. Erick Enquist
Troutdale,
Oregon

Gentlemen:

The State Highway Commission on October 21, 1952 awarded to you State Highway Contract No. 3813 for construction of twin reinforced concrete grade separation structures over 122nd Avenue on the Banfield Expressway in Multnomah County. This award was based on your bid of $42,220.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl

cc:
H. G. Smith
S. H. Probert
G. S. Paxson
SIAC W. M. Franzwa

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

October 21, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 3813 for Oregon Project BFI-323(3), 122nd Avenue Overcrossing Structure on the T. H. Banfield Expressway, to Erick Enquist of Troutdale, Oregon, low bidder in the amount of $42,220.00 at the October 21, 1952 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

OREGON DISTRICT

October 6, 1952

UI-[illegible]

[illegible]

UI-[illegible]

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. [illegible] for Oregon Project UI-323(3), 92[illegible] 122nd Ave. Section (Structures) of the T. H. [illegible] Expressway, have today been recommended for approval subject to such changes as may be required by our Division Office.

[illegible] authorize your advertising for bids.

Yours very truly,

O G Polk

O. G. Polk
District Engineer

RECEIVED
OCT [illegible] 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
OREGON DISTRICT

UI-323(3)

3813

UI-323(3)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

409 STATE HIGHWAY BLDG.
SALEM, OREGON

October 6, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project UI-323(3), 92nd Ave.-122nd Ave. Section (Structures) of the T. H. Banfield Expressway, have today been recommended for approval subject to such changes as may be required by our Division Office.

This is to authorize your advertising for bids.

Yours very truly,

C G Polk
C. G. Polk
District Engineer

RECEIVED
OCT [illegible] 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 22 1953
FOR FILING

VT - [illegible]

3813

August 13, 1952

Union Pacific Railroad Company
Office of Superintendent
2525 N. Larrabee Avenue
Portland 12, Oregon

Attent: Mr. A. McAllister,
Superintendent

Gentlemen:

We are enclosing herewith the original and one duplicate copy of an agreement between the Union Pacific Railroad Company and the State Highway Commission covering encroachments upon the railroad right of way between 82nd and 122nd avenues on the T. H. Banfield Expressway. These copies have been signed by the State Highway Commission and are now ready for the signatures of the proper officials of the Railroad Company.

When fully executed please return one copy to this office for the Commission's files.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Mr. W. C. Williams

Not returned 10-6-52 rn

out to Henry Standiemeyer for recording 2-24-53 rn

Filed - R.R. 400

August 6, 1952

Memorandum to the Commission

Attached for your approval and signature is the original and one duplicate copy of an agreement with the Union Pacific Railroad Company covering encorachments upon the railroad right of way between 82nd and 122nd avenues on the T. H. Banfield Expressway.

This agreement has not been specifically approved by the Commission at any previous meeting, but the 92nd Avenue-Fairview Unit of the T. H. Banfield Expressway was approved by the Commission on January 31, 1952, as a part of the bond money program. Bids on this job are to be received August 19.

The agreement has been approved by the State Highway Engineer and the Chief Counsel.

Secretary

FAQ:md
Attach.

FORM 2552
7-49-100M

UNION PACIFIC RAILROAD COMPANY

Office of Superintendent
2525 N. Larrabee Avenue
Portland 12, Oregon

REFERRED
TO Williams
FOR C. W. ENFIELD

JULY 16, 1952

(File: D 9016-32-14)

Mr. R. H. Baldock,
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Atten: Mr. W. C. Williams,
Assistant State Highway Engineer

REFERRED TO
Glaisyer
By Asst. Chief Engineer
For Comm. approval.

Dear Sir:

Attached are duplicate originals of agreement prepared to cover the encroachments upon the Railroad by the 82nd - 122nd Avenue Section of the Banfield Expressway.

3 yrs. WCW

Please review the document and if satisfactory arrange for its execution by the Highway Commission, filling in the date at the top of page 1 and the time desired for the construction work in Section 2 (a) on page 7; returning both copies to me for submission to the Railroad for review and completion.

When the agreement has been completed, one fully executed copy will be returned for your records.

Yours very truly,

A McAllister
A. McAllister,
Superintendent

encs.

NOTED
State Highway Engineer

Refer to Glaisyer

29-3204 Sand Storage Shed at Mile 1952
Post 32.43 near the Wash.
#3314 Co. Line, Wilson R. Hwy.

RECEIVED
FOR FILING

January 2[illegible], 1954

Seaboard Surety Co.
75 Maiden Lane
New York 7, N. Y.

Gentlemen:

State Highway Contract No. 3914 for furnishing and erecting the structural steel on the Wilsonville Bridge on the West Portland-Hubbard Highway in Clackamas County was completed by the contractor, Bethlehem Pacific Coast Steel Corp., on November 2[illegible] and was formally accepted by the Highway Commission on December 10, 1954.

Final payment in the amount of $36,4[illegible].77 will be released to the contractor on or after February 9, 1954. The total contract amount is $451,858.37 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

RECORDED
1-2[illegible]-54

OREGON STATE HIGHWAY DEPARTMENT
(date)
September 9, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3814	3-Final	Johnston & Bryant	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17448	R-75600	$ 820.92	9/8/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: June 15, 1953

Time Extensions: Extended to July 31, 1953

Completion Date: July 25, 1953

Date Accepted: Aug. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-9-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

NOTED ON CARD
9-10-53

RECEIVED
AUG 25 1953
FOR FILING

27-3814
3814

August 25, 1953

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State highway contract No. 3814 for construction of Sand Shed at Mile Point 32.48 on the Wilson River Highway in Tillamook County was completed by the contractor Johnston & Bryant, on July 25, 1953 and was formally accepted by the Highway Commission on August 6, 1953.

Final payment in the amount of $820.92 will be released to the contractor on or after September 4, 1953. The total contract amount is $5,932.75, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Great American Indemnity Company
1 Liberty Street
New York 5, N.Y.

NOTED ON CARD

8-25-53
rn

RECEIVED
JUL 15 1953
FOR FILING

24-2004

July 13, 1953

Johnston & Bryant
803 East 6th St.
Newberg, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on June 25, 1953, had under discussion your request for an extension of time of 45 days, from June 15 to July 31, 1953, within which to complete your contract No. 3814 for construction of sand shed at M.P. 32.48 on the Wilson River Highway, Tillamook County.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. C. Skelton,
Division Engineer

George Danforth
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD
7-13-53 gl

RECEIVED
JUN 18 1953
FOR FILING

June 17, 1953

Request for extension of time
No. 6
June 25-26 meeting.

Oregon State Highway Commission

Gentlemen:

Re: Wilson River Highway
Sand Storage Shed,
Contract 3[illegible]6

Herewith an application for an extension of time from Johnston & Brynat, contractor for the construction of the sand storage shed on the Wilson River Highway. This project was specified for completion on June 15. The job was completed except for painting well before that time. The weather this spring has been such that painting could not be successfully done, and we have therefore directed the contractor to defer the painting. The work is now going on and will be completed by July 31, which is the expiration of the time extension requested.

In view of the above it is recommended that the extension be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

GSP:gm

RECEIVED
[illegible]
FOR FILING
[illegible]

November 28, 1952

Johnston & Bryant, Contractors
803 E. 6th Street
Newberg, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3814, which was awarded to you on October 21, 1952 by the State Highway Commission, covering the construction of Sand Storage Shed at M.P. 32.48 Wilson River Highway in Tillamook County. This copy is for your records and files.

An executed copy of the above contract is being sent to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
OCT [illegible] 1952
FOR FILING

October 22, 1952

Johnston & Bryant
803 E. 6th Street
Newberg, Oregon

Gentlemen:

The State Highway Commission on October 21, 1952 awarded to you State Highway Contract No. 3814 for construction of a sand storage shed at Mile Post 32.48 on the Wilson River Highway in Tillamook County. This award was based on your bid of $5,864.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl

cc:
H. G. Smith
S. H. Probert
G. S. Paxson
SIAC W. M. Franzwa

33-[illegible] [illegible] ler Sand Shed. 1952

#3815

RECEIVED
FOR FILING
[illegible] 213

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 29, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3815	2-final	GILBERT ROBERTS

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
12122	R-70025	$ 832.25	June 26, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: June 15, 1953

Time Extensions: None

Completion Date: May 29, 1953

Date Accepted: June 25, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-30-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

a.a. Wicklander

7-1-53

RECEIVED
FOR FILING

[illegible]

June 16, 1953

United States Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
201 Portland Trust Bldg.
Portland, Oregon

Gentlemen:

State Highway Contract No. 3815 for work performed on the The Dalles Section, construction of a sand shed, was completed by the contractor, Gilbert Roberts, on May 29, 1953 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $832.25 will be released to the contractor after acceptance by the Commission. The total contract amount is $6,646.00 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

NOTED ON CARD
[illegible]

RECEIVED
DEC 1952
FOR FILING

3[illegible]-913

November 28, 1952

Gilbert Roberts
Rte. 2, Box 120
Hood River, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 3815, which was awarded to you on October 21, 1952 by the State Highway Commission, covering construction of The Dalles Sand Shed in Wasco County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm
Enc.

RECEIVED
OCT [illegible] 1952
FOR FILING

[illegible]-1212

October 22, 1952

Mr. Gilbert Roberts
Route 2, Box 120
Hood River, Oregon

Gentlemen:

The State Highway Commission on October 21, 1952 awarded to you State Highway Contract No. 3815 for construction of The Dalles Sand Shed in Wasco County. This award was based on your bid of $6,666.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl

cc:
H. G. Smith
S. H. Probert
G. S. Paxson
SIAC W. M. Franzwa

BF-122(8) St. Joseph U'Xing, Unit of 1952
Lafayette-North Yamhill River
#3816 Sec., Pacific Hwy. W.

RECEIVED
APR 23 1956
FOR FILING

BF-122(8)
[illegible]

April 19, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: St. Joe Undercrossing
F.A.P. No. BF-122(8)

We are enclosing Southern Pacific Company Bill No. 433890 and State/Railroad agreement dated October 21, 1952. Will you please audit this bill for us. If the auditor needs any other information concerning the project please advise us and we will send it along.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

Enc.

CAG:eh

cc C. A. Gardner

RECEIVED
APR 23 1956
FOR FILING

6F-12-1.1
3816

April 19, 1956

Southern Pacific Company
65 Market Street
San Francisco 5, California

Attention: Mr. H. A. Nelson
Auditor of Miscellaneous Accounts

Gentlemen:

Re: St. Joe Undercrossing
Audit No. 90897

This is in answer to your inquiry of February 15 and March 15 concerning your final bill on the above project. Your Bill No. 433890 is being sent to the Bureau of Public Roads for audit as of this date. No retained percentage will be released until such time as we get the Bureau's audit report for the job.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

CAG:eh

cc C. A. Gardner

9

RECEIVED
FEB 21 1955
FOR FILING

PF-1 [illegible]

[illegible]/4

February 17, 1955

Southern Pacific Company
Union Station
Portland 9, Oregon

Attention: Mr. L. P. Hopkins

Gentlemen:

Reference is made to your letter of February 11 notifying us that all costs of caring for railroad traffic at the St. Joseph Undercrossing have exceeded the $24,870 set up in our agreement of October 21, 1952 in the approximate amount of $4,074.13. This is to advise that, in accordance with this agreement, we will accept billing for the actual costs and reimburse the Railroad Company for such costs in so far as they are eligible for federal reimbursement under General Administrative Memorandum No. 299.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm hi
cc P. M. Stephenson
C. H. Maison

RECEIVED
FEB 21 1955
FOR FILING

February 17, 1955

Southern Pacific Company
Union Station
Portland 9, Oregon

Attention: Mr. L. P. Hopkins

Gentlemen:

Reference is made to your letter of February 11 notifying us that all costs of caring for railroad traffic at the St. Joseph Undercrossing have exceeded the $24,870 set up in our agreement of October 21, 1952 in the approximate amount of $4,074.13. This is to advise that, in accordance with this agreement, we will accept billing for the actual costs and reimburse the Railroad Company for such costs in so far as they are eligible for federal reimbursement under General Administrative Memorandum No. 299.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm hi
cc P. M. Stephenson
C. H. Maison

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

L. P. HOPKINS
SUPERINTENDENT

IN REPLY PLEASE REFER TO

February 11, 1955

GMO 52940

Mr. R. H. Baldock
Chief Engineer
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. P. M. Stephenson
Bridge Engineer

Dear Sir:

Regarding proposed rearrangement of Underpass, St. Joseph, Oregon, GMO 52940.

Attached is tenative statement to show amount of overrun costs by Southern Pacific Company for work which is recollectible from the State of Oregon, per our agreement with the State.

We presume that the arguments given in this attached sheets will satisfy the Oregon State Highway Commission which are given as explained to your Mr. C. A. Gardner in his office February 9.

Yours truly,

cy: Mr. C. A. Gardner
Res. Engr.
Oregon State Highway Commission
Salem, Oregon

Mr. John Petty
Res. Engr.
Oregon State Highway Commission
Salem, Oregon

FEB 17 1955

PF-133(?)

1-8-7/2

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF [illegible]

C. J. ELDON,

Plaintiff,

-vs-

STATE OF OREGON, by and through BEN R. CHANDLER, CHARLES H. REYNOLDS, and M. K. McIVER, constituting the Oregon State Highway Commission,

Defendant.

No. [illegible]

COMPLAINT

(In Equity)

Plaintiff complaining of defendant, alleges:

I.

That Ben R. Chandler, Charles H. Reynolds and M. K. McIver are the duly appointed, qualified and acting Highway Commissioners of the State of Oregon, and plaintiff brings this action against the State of Oregon by and through the Oregon State Highway Commission, defendant being hereinafter designated as "Commission".

II.

That prior to October 21, 1952 the "Commission" called for bids for the construction of St. Joseph undercrossing unit of the Lafayette-North Yamhill section of the Pacific Highway west, in Yamhill County, Oregon, consisting of:

1. Roadwork - Grade, surface and pave 0.03 mile of main highway roadbed between Stations 117+50 and 119+30, involving approximately 7,700 cubic yards of excavation, 1,200 cubic yards of rock base and shoulder materials and 120 tons of asphaltic concrete, all as shown on plan and profile sheets.

2. Structure - Construct and later remove railroad shoofly trestle approximately 84 feet in length; and construct new structure approximately 73 feet in length to carry the Southern Pacific Company tracks over the West Side Pacific Highway, all as detailed on drawings 10462, 10463, 10464, 10465, 10466 and 9231.

III.

That pursuant to said call for bids plaintiff submitted a bid for the above road work and structure on a unit [illegible] $103,322.90. The unit price being as follows [illegible]

JOHN H. KELLEY
ATTORNEY AT LAW
TECH BUILDING
PORTLAND 4, OREGON

are omitted):

1. On general excavation unclassified at .[illegible] per cubic yard.

2. Short overhaul at .02¢ per yard station.

3. Long overhaul at .75¢ per cubic yard station.

4. Excavation for structure at $12.00 per cubic yard.

The total sum to be paid plaintiff depending upon the final estimates of the total amount of excavation for structure and other work pursuant to the unit price.

IV.

That upon the opening of said bids by "Commission", plaintiff was awarded said contract, and on October 21, 1952, plaintiff and "Commission" entered into a contract in writing wherein and whereby plaintiff was to do and perform the work hereinabove mentioned in paragraph II, and furnish all labor and material therefor.

V.

That thereafter on October 29, 1952, plaintiff furnished unto the "Commission" a bond in the sum of $103,322.50 conditioned upon the faithful performance of said contract and competion of said construction and work mentioned in said contract, and which bond was approved and accepted by "Commission".

VI.

That said contract provided that said structure be sufficiently completed to enable the routing of railroad traffic over it on or before August 31, 1953, and all work and labor to be completed on or before November 30, 1953.

VII.

That plaintiff performed all acts and furnished all labor and material pursuant to the terms of said contract and completed the structure sufficiently to enable the routing of railroad traffic over it on or before August 31, 1953, and all work on said project was completed on or before November 30, 1953, and on which date "Commission" approved and accepted said work.

VIII.

That during the course of construction defendant "Commission" by and through the State Highway Engineer, prepared and furnished monthly estimates and to which monthly estimates plaintiff objected and filed exceptions with the "Commission". That on November 10, 1953, "Commission", by and through the State Highway Engineer, prepared and furnished to the plaintiff a final estimate and in which estimate said Engineer and defendant "Commission" found that there was earned by the plaintiff the sum of $105,149.73, and that there was still unpaid, due and owing the plaintiff the sum of $7,59[illegible].54, and which final estimate plaintiff refused to accept and filed exceptions thereto with said "Commission" for the following reason:

> That in said final estimate said Engineer estimated structural excavation at 48.5 cubic yards. That the plaintiff excavated a total of 695.4 cubic yards of structural excavation, the unit price for said structural excavation pursuant to the terms of said contract was $12.00 per cubic yards, amounting to $8,344.80.

IX.

That said final estimate of said Engineer was grossly unfair and arbitrarily made and said Engineer and said "Commission" did not exercise their honest judgment in making said final estimate knowing that plaintiff excavated a total of 695.4 cubic yards of structural excavation which should have been included in the final estimate instead of 48.5 cubic yards of structural excavation, and that said Engineer and said "Commission", though demanded by plaintiff, have refused and still refuse to amend said final estimate to include the additional yardage over and above said 48.5 cubic yards of structural excavation.

X.

That when said final estimate is amended, and not otherwise, there should be deducted from the above mentioned $8,344.80 the following:

1. Overpayment on general excavation unclassified (material not excavated) [illegible] cubic yards at .60¢

2. Overpayment for short haul (material not hauled) 6049.8 yard station at .02¢	$ 120.98
3. Overpayment on long overhaul (material not hauled) 233.9 "C" at .75¢	175.43
4. Excavation for structural paid for as general excavation unclassified 646.9 at .60¢	388.14
5. Short overhaul on excavation for structural paid for as general excavation unclassified, 3881.4 yard station at .02¢	77.63
6. Long haul on excavation for structural paid for as general excavation unclassified 150.08 "C" yard station at .75¢	112.56
7. 48.5 cubic yard of structural excavation at $12.00 per cubic yard (allowed by Engineer in final estimate)	582.00
TOTAL,	$ 2,061.66

XI.

That plaintiff has no plain, speedy or adequate remedy at law except in equity.

WHEREFORE, plaintiff prays for a decree of this court that the final estimate furnished to the plaintiff by the said Engineer and defendant "Commission" dated November 18, 1953 be amended to read "695.4 cubic yards of structural excavation at $12.00 per cubic yard, amounting to $8,344.80, instead of 48.5 cubic yards of structural excavation, amounting to $582.00.

That after the above amendment has been made that said final estimate be further amended to credit upon the amount due plaintiff of the sum of $2,061.66, as set out in paragraph X above.

That said final estimate be further amended to show a balance due plaintiff of the sum of $13,680.48.

That plaintiff be entitled to interest on said sum of $13,680.48 at the rate of 6% per annum from November 18, 1953.

And for such other and further relief as to the court may seem just and equitable, together with his costs and disbursements herein.

/s/ JOHN H. KELLEY

Attorney for Plaintiff.

No.

In the CIRCUIT Court

OF THE

STATE OF OREGON

FOR THE

County of [illegible]

[illegible]

vs.

[illegible] of [illegible], CHARLES [illegible], [illegible] and [illegible], the [illegible]

COMPLAINT

[illegible]

JOHN H. KELLEY

[illegible]

PORTLAND, OREGON

[illegible]

Attorney for Plaintiff.

FORM No. 100½ STEVENS-NESS LAW PUB. CO. PORTLAND, ORE.

I hereby certify that I served the [illegible] on [illegible] for the [illegible] on the [illegible] a true and correct copy thereof, certified by me as such.

[illegible], Oregon, on the [illegible] day of [illegible]

By [illegible]

RECEIVED
APR [illegible]
FOR FILING
LF-[illegible]

April 9, 1954

John H. Kelley, Attorney at Law
Yeon Building
Portland 4, Oregon

re: St. Joseph Undercrossing Unit
of the Pacific Highway (West)
in Yamhill County
Contract No. 3816

Dear Mr. Kelley:

A careful and thorough investigation was made of matters concerning your request on behalf of C. J. Eldon for a revision of the final estimate tendered Mr. Eldon in connection with the St. Joseph Undercrossing Unit of the Pacific Highway (West) in Yamhill County, Contract No. 3816, entered into between Mr. Eldon and the State of Oregon.

This investigation has failed to disclose any facts which would warrant the revision of the final estimate tendered Mr. Eldon in November, 1953.

Yours very truly,

R. H. Baldock
State Highway Engineer

RW:fm

cc G. S. Paxson
C. W. Enfield
L. I. Lindas
R. Wyckoff

RECEIVED
APR [illegible]
FOR FILING

IF-1[illegible]

[illegible]

April 9, 1954

John H. Kelley, Attorney at Law
Yeon Building
Portland 4, Oregon

re: St. Joseph Undercrossing Unit
of the Pacific Highway (West)
in Yamhill County
Contract No. 3816

Dear Mr. Kelley:

A careful and thorough investigation was made of matters concerning your request on behalf of C. J. Eldon for a revision of the final estimate tendered Mr. Eldon in connection with the St. Joseph Undercrossing Unit of the Pacific Highway (West) in Yamhill County, Contract No. 3816, entered into between Mr. Eldon and the State of Oregon.

This investigation has failed to disclose any facts which would warrant the revision of the final estimate tendered Mr. Eldon in November, 1953.

Yours very truly,

R. H. Baldock
State Highway Engineer

RW:fm

cc G. S. Paxson
C. W. Enfield
L. I. Lindas
R. Wyckoff

RECEIVED
APR [illegible]
FOR FILING

LF-1[illegible]

April 9, 1954

John H. Kelley, Attorney at Law
Yeon Building
Portland 4, Oregon

re: St. Joseph Undercrossing Unit
of the Pacific Highway (West)
in Yamhill County
Contract No. 3816

Dear Mr. Kelley:

A careful and thorough investigation was made of matters concerning your request on behalf of C. J. Eldon for a revision of the final estimate tendered Mr. Eldon in connection with the St. Joseph Undercrossing Unit of the Pacific Highway (West) in Yamhill County, Contract No. 3816, entered into between Mr. Eldon and the State of Oregon.

This investigation has failed to disclose any facts which would warrant the revision of the final estimate tendered Mr. Eldon in November, 1953.

Yours very truly,

R. H. Baldock
State Highway Engineer

RW:fm

cc G. S. Paxson
C. W. Enfield
L. I. Lindas
R. Wyckoff

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 9, 1954

SUBJECT: St. Joseph Undercrossing Unit
of the Pacific Highway (West)
in Yamhill County
Contract No. 3816

To: G. S. Paxson
Bridge Engineer
Office

Dear Mr. Paxson:

I have attached a draft of a letter to Mr. Kelley concerning the revision of the final estimate for the St. Joseph Undercrossing Unit above captioned.

If the form of this letter is satisfactory to you I would appreciate it if you would forward it to Mr. Baldock.

Very truly yours,

Ralph Wyckoff fm

RALPH WYCKOFF

RW:fm

Enc.

RECEIVED
APR 12 1954
FOR FILING

[illegible]

[illegible]

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 8, 1954

SUBJECT: Eldon Claim on St. Joseph Undercrossing in Yamhill County, Contract 3816

To:

Mr. C. W. Enfield
Chief Counsel

Yesterday I conferred with Mr. Fred H. Slate and with Mr. Otto Hermann of the General Construction Company, who were the two other bidders on the St. Joseph Undercrossing Project that was awarded to C. J. Eldon on October 21, 1952. Mr. Eldon's claim on this project is entirely on the classification of excavation for structure. Our analysis of the claim is given in Mr. Stephenson's letter to you dated December 23, 1953.

Mr. Slate has the work sheets on which he figured his bid on this project and stated to me that in figuring the bid he interpreted the division between general excavation and excavation for structure in the same manner that we intended and that we interpreted the specifications in making up the final estimate which Mr. Eldon has refused to accept. Mr. Slate thated that in his opinion any experienced contractor would have interpreted this division between the classes of excavation in the same way that he had interpreted them and that we had intended them to be interpreted. Mr. Slate will be willing to testify to this effect should we go into court.

Mr. Otto Hermann of the General Construction Company also has his work sheets, and in making his bid he used the same division between general excavation and excavation for structure that we had intended. Mr. Hermann stated that he cannot see how there can be any other reasonable interpretation and that in his opinion the plans which we put out showing the division between the classes of excavation are entirely clear and that he sees no excuse for any misinterpretation of them. Mr. Hermann will be willing to testify in any court action which might develop.

Both Mr. Slate and the General Construction Company are members of the A.G.C., as is Mr. Eldon, and, should it become advisable to have them appear in court, I would suggest that subpoenas be served on them so that it will not appear that they are voluntarily appearing against another A.G.C. member.

There were only three bids received on this project. These were from C. J. Eldon, General Construction Company, and Fred H. Slate Company. I am attaching hereto a print from the bid tabulation on this project.

I am returning the prints of Sheet "A" and Sheet "B" which Mr. Wyckoff detached from Mr. Stephenson's letter of December 23.

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Encls
cc W. C. Williams ✓

RECEIVED
DEC 15 1953
FOR FILING

PF [illegible]

3916

December 14, 1953

Mr. Eugene E. Marsh
c/o Marsh, Marsh & Dashney
Attorneys at Law
First National Bank
McMinnville, Oregon

Dear Mr. Marsh:

In your letter of December 9, 1953, received during my absence from the office, attending a meeting of the Highway Commission, you request the name of the surety on the bond furnished by C. J. Eldon in connection with the contract awarded him by the State Highway Commission for construction of the St. Joe underpass, on US 99 W.

The contract to which you refer is state highway contract No. 3816. The bond furnished by the contractor was written by the United Pacific Insurance Company, Mansfield & Company, agents, 302 Lewis Building, Portland 4, Oregon.

This job was completed by the contractor on August 25, 1953 and was accepted by the State Highway Commission at its meeting on Thursday of last week, December 10. We anticipate that the warrant covering the final payment will be delivered to Mr. Eldon in a couple of weeks.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

MARSH, MARSH & DASHNEY
ATTORNEYS AT LAW
FIRST NATIONAL BANK BLDG.
McMINNVILLE, OREGON
TELEPHONE 1181

EUGENE E. MARSH
FRANCIS E. MARSH
WM. H. DASHNEY
EDWARD L. CLARK, JR.
WILLARD L. CUSHING

SALEM OFFICE
SENATOR HOTEL BLDG.
212 HIGH STREET
TELEPHONE 4-4436

December 9, 1953

H. B. Glaisyer
State Highway Department
Salem, Oregon

Dear Sir:

On June 3, 1953, the City of McMinnville rented to E. L. Eldon, Contractor, P. O. Box 5686, Portland 17, Oregon, a compressor for use on building the underpass at St. Joe, Yamhill County, Highway 99W. As attorneys for the City of McMinnville, we would appreciate it very much if you would advise us of the name of the bonding company on this job as apparently Mr. Eldon is very much delinquent in the payment of his account with the City in the sum of $42 for this compressor rental.

Very truly yours,

MARSH, MARSH & DASHNEY

Eugene E. Marsh

Eugene E. Marsh

EEM:es

#5916
[illegible] agent
[illegible] Portland 4
[illegible]

RECEIVED

ANSWERED
H. B. GLAISYER

RECEIVED

FOR FILING

[illegible]-12-(1)

2816

November 26, 1953
4670

Southern Pacific Company
65 Market Street
San Francisco 5, California

Attention: Mr. George Nelson

Dear Sir:

Re: RR-220-113
Agreement Audit No. 90897

Please advise as to whether or not bills listed in your letter of November 19 constitute final billing for the St. Joe job.

No retained percentage will be released until we have checked and approved final billing. Final approval for this job will be contingent on the Bureau of Public Road's audit report, as this is a federal aid project.

Very truly yours,

R. H. Baldock
State Highway Engineer

by

W. C. Williams
Deputy State Highway Engineer

CAG:skt
cc: C. A. Gardner

No. 4670
By

ASSIGNMENT

Date: November 23, 1953

Description: Letter of November 19 by Geo. Nelson of the Southern Pacific Company regarding bills outstanding in connection with underpass at St. Joseph, and others.

Acknowledged by _____ Referred to Gardner ✓

Investigate and report with recommendation
xxx ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ______________ signature

PLEASE RETURN TO W. C. WILLIAMS

Assignment executed [illegible] Report received ________

Remarks:

S-280

NELSON
UDITOR OF MISCELLANEOUS ACCOUNTS
WEMETT
UDITOR OF CAPITAL EXPENDITURES
WILLSON
UDITOR OF PASSENGER ACCOUNTS

IN REPLY PLEASE REFER TO
220-113-
te of Oregon -
hway Department

NOV 19 1953

We have outstanding in our accounts, $149.06, which represents 10% balance due on bills collectible rendered against you under terms of agreement audit No. 90897, dated October 21, 1952, for cost of labor and material furnished in connection with extension of underpass at St. Joseph, Oregon, detailed as follows:

Bill Number	Date	10% Balance Due
426337	January 1953	$34.33
426423	" "	85.63
426417	" "	29.10
		$149.06

In addition to those outlined above, we also have outstanding in our September 1953 accounts under terms of above-mentioned agreement, bill collectible No. 428081, amount $851.30, making aggregate total due $1,000.36.

Will you please advise when we may expect your remittance in amount of $1000.36 to be forwarded to Southern Pacific Company, c/o Treasury Department, 65 Market Street, San Francisco 5, California, so that we may be in a position to clear this amount from our accounts.

Your prompt attention and cooperation in this matter will be appreciated.

Yours truly,
GEO. NELSON
By WE

NOTED
W. C. WILLIAMS

RECEIVED
NOV 23 1953
OFFICE OF
STATE HIGHWAY ENGINEER

1-53-50M

mb-D

Southern Pacific Company

S-200

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

R. V. COLE
AUDITOR OF DISBURSEMENTS
C. H. FLEMER
AUDITOR OF EQUIPMENT SERVICE ACCOUNTS
E. M. JOHNSON
AUDITOR OF PAY ROLL ACCOUNTS
H. J. KIHN
AUDITOR OF FREIGHT ACCOUNTS

P. J. KENDALL
GENERAL AUDITOR
U. E. NORDEEN
H. C. McCLEER
C. S. MACKENZIE
ASST. GENERAL AUDITORS

GEO. NELSON
AUDITOR OF MISCELLANEOUS ACCOUNTS
S. S. WEMETT
AUDITOR OF CAPITAL EXPENDITURES
W. W. WILLSON
AUDITOR OF PASSENGER ACCOUNTS

IN REPLY PLEASE REFER TO

EB-220-113-
State of Oregon -
Highway Department

PLEASE RETURN TO
W. C. WILLIAMS

NOV 19 1953

State of Oregon
c/o R. H. Balbock
State Highway Engineer
Salem, Oregon

Gentlemen:

We have outstanding in our accounts, $149.06, which represents 10% balance due on bills collectible rendered against you under terms of agreement audit No. 90897, dated October 21, 1952, for cost of labor and material furnished in connection with extension of underpass at St. Joseph, Oregon, detailed as follows:

Bill Number	Date	10% Balance Due
426337	January 1953	$34.33
426423	" "	85.63
426417	" "	29.10
		$149.06

In addition to those outlined above, we also have outstanding in our September 1953 accounts under terms of above-mentioned agreement, bill collectible No. 428081, amount $851.30, making aggregate total due $1,000.36.

Will you please advise when we may expect your remittance in amount of $1000.36 to be forwarded to Southern Pacific Company, c/o Treasury Department, 65 Market Street, San Francisco 5, California, so that we may be in a position to clear this amount from our accounts.

Your prompt attention and cooperation in this matter will be appreciated.

Yours truly,
GEO. NELSON

By

RECEIVED
NOV 23 1953
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
W. C. WILLIAMS

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NOV 27 1953
FOR FILING

EF-1[illegible]

3-1[illegible]

November 25, 1953

United Pacific Insurance Co.
Fidelity & Surety Dept.
Seattle 14, Washington

Gentlemen:

State highway contract No. 3816, for work performed on the St. Joseph Undercrossing Unit, Lafayette-N. Yamhill River Section of the Pacific Highway West in Yamhill County was completed by the contractor, C. J. Eldon, on August 25, 1953, but has not as yet been accepted by the Commission.

Final payment in the amount of $7,397.34 will be released to the contractor after acceptance by Commission. The total contract amount is $105,149.75, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

KN

cc - United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

United Pacific Insurance Co.
Mansfield & Company
302 Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

11-25-53

RECEIVED
FOR FILING

[illegible]

[illegible]

4117

Date: **March 30, 1953** ASSIGNMENT

No. 4117
By [illegible]

Description: **Bill No. 61 from Western Union Telegraph Company in connection with St. Joseph undercrossing,**

Acknowledged by _ _ _ _ _ Referred to _ _ **Gardner** _ _ _ _ _ _ _ _ _

Investigate and report with recommendation
xxx ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed _ _ _ _ _ _ _ _ Report received _ _ _ _ _ _ _

Remarks: Bill being processed for payment [illegible]

Form PR 2 (Revised 1950)

175

State Oregon

Federal Aid Bond Issue

Project No. BF-122(8)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of March, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 20th day of March, 1952, a program, which was approved on the 17th day of April, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 12th day of May, 1952; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred seventy thousand and 00/100 dollars ($170,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11879-4

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State **Proceeds of Bonds authorized by Chapter 491, Oregon Laws 1951, viz.:** (Include date and citation of act of legislature by which authorized)

~~(*b*) From other sources~~

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	October 1, 1951	Oct. 1, 1952
Second	15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	10,000,000	Feb. 1, 1953	Feb. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between **survey Station 77+26 in the SE 1/4, Section 10, T-4-S, R-4-W, W.M. and survey station 133+00 in the NE 1/4, Section 11, T-4-S, R-4-W, W.M., without exception,** length **1.056** miles, in **Yamhill** County, being **Oregon Federal Aid Bond Issue/** project No. **HF-122(8)**, consisting of **1.056** miles of roadway and **one / railway underpass structure of no net mileage.** ~~bridges, each of more than 20 feet clear span,~~ ~~of a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

MAR 13 1953

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **one hundred seventy thousand and 00/100** dollars ($ 170,000.00), which does not exceed the authorized Federal pro rata share of **two hundred eighty-seven thousand three hundred sixty-four and 55/100** dollars ($ 287,364.55), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. if in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
ENGINEER

By
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,
By W H Lynch
Division Engineer,
Bureau of Public Roads.

Oregon State Highway Department

Federal Aid Project
No. BF-122 (8)

LAFAYETTE-N. YAMHILL RIVER SECTION OF THE PACIFIC HIGHWAY WEST IN YAMHILL COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 22, 1952

Type Code 6201
4-Lane Roadway (Sta. 77+26 to 84+08) (Sta. 110+00 to 117+98.7) (Sta. 119+08.7 to 133+00) (Contract No. 3748)

All Required		Clearing and Grubbing (25%)		$ 2,350.00
5,300	sq. yds.	Removal of Pavement	$ 1.00	5,300.00
2,860	cu. yds.	Structural Excavation, Unclassified	2.90	8,294.00
69,000	cu. yds.	General Excavation, Unclassified	0.30	20,700.00
223,000	yd. stas.	Short Overhaul	0.015	3,345.00
4,300	C-yd. stas.	Long Overhaul	0.40	1,720.00
0.54	mile	Finishing Roadbed and Slopes	900.00	486.00
2,300	lin. ft.	Rounding Cutbanks	0.15	345.00
1,500	lin. ft.	18-inch Sewer Pipe	2.90	4,350.00
120	lin. ft.	12-inch Concrete Pipe	1.90	228.00
280	lin. ft.	18-inch Concrete Pipe	3.00	840.00
70	lin. ft.	24-inch Concrete Pipe	5.00	350.00
300	lin. ft.	36-inch Concrete Pipe	9.00	2,700.00
100	lin. ft.	Salvaging Culvert Pipe	1.50	150.00
1,600	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	2.20	3,520.00
100	cu. yds.	3/8" - 0 Backfill in Drains	5.00	500.00
4	only	Concrete Manholes	330.00	1,320.00
7,200	cu. yds.	3" - 0 Material in Base	2.95	21,240.00
1,500	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.20	4,800.00
230	M-gals.	Sprinkling	2.00	460.00
0.54	mile	Preparation of Base	500.00	270.00
120	cu. yds.	3/4" - 0 Material in Binder Course	4.00	480.00
18	tons	RC-3 Asphalt in Binder Course	44.00	792.00
2,500	tons	Class "B" Asphaltic Concrete	7.00	17,500.00
11	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	495.00
70	cu. yds.	Aggregate in Seal Coat	4.00	280.00
				$102,815.00

Type Code 6201
4-Lane Roadway (Sta. 117+50 to Sta. 119+30) (Contract No. 3816)

40	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 120.00
7,700	cu. yds.	General Excavation, Unclassified	0.60	4,620.00
46,000	yd. stas.	Short Overhaul	0.02	920.00
3,100	C-yd. stas.	Long Overhaul	0.75	2,325.00
70	lin. ft.	12-inch Sewer Pipe	1.75	122.50
270	lin. ft.	8-inch Perforated Metal Drain Pipe	2.50	675.00
30	cu. yds.	3/8" - 0 Backfill in Drains	5.00	150.00
1	only	Concrete Catch Basin	100.00	100.00
200	cu. yds.	Material in Sand Blanket	5.00	1,000.00
620	cu. yds.	Material in Subbase	4.00	2,480.00
270	cu. yds.	3" - 0 Material in Base	4.00	1,080.00
110	cu. yds.	3/4" - 0 Material in Base and Shoulders	4.00	440.00
30	M-gals.	Sprinkling	4.00	120.00
120	tons	Class "B" Asphaltic Concrete	12.50	1,500.00
				$ 15,652.50
			Subtotal	$118,467.50
			10% Engr. & Cont.	11,846.75
			Total	$130,314.25

Length of Roadway	0.565 mile
Cost per Mile	$230,644.69

Type Code 9672
4-Lane Roadway (Sta. 84+08 to 110+00) (Contract No. 3748)

All Required		Clearing and Grubbing (25%)		$ 2,350.00
40	cu. yds.	Structural Excavation, Unclassified	$ 2.90	116.00
14,000	cu. yds.	General Excavation, Unclassified	0.30	4,200.00
77,000	yd. stas.	Short Overhaul	0.015	1,155.00
300	C-yd. stas.	Long Overhaul	0.40	120.00
0.49	mile	Finishing Roadbed and Slopes	900.00	441.00
1,300	lin. ft.	Rounding Cutbanks	0.15	195.00
80	lin. ft.	12-inch Concrete Pipe	1.90	152.00
4,800	cu. yds.	3" - 0 Material in Base	2.95	14,160.00
900	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.20	2,880.00
130	M-gals.	Sprinkling	2.00	260.00
0.49	mile	Preparation of Base	500.00	245.00
80	cu. yds.	3/4" - 0 Material in Binder Course	4.00	320.00
14	tons	RC-3 Asphalt in Binder Course	44.00	616.00
1,700	tons	Class "B" Asphaltic Concrete	7.00	11,900.00
8	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	360.00
50	cu. yds.	Aggregate in Seal Coat	4.00	200.00
			Subtotal	$ 39,670.00
			10% Engr. & Cont.	3,967.00
			Total	$ 43,637.00

Length of Roadway	0.491 mile
Cost per Mile	$88,873.72

Type Code X631
St. Joseph Undercrossing (Sta. 118+49.88) (Contract No. 3816)

170	cu. yds.	Excavation for Structure	$ 12.00	2,040.00
10	cu. yds.	Excavation below Elevations Shown	12.00	120.00
1,600	lin. ft.	Untreated Timber Piling (Shoo-Fly)	0.70	1,120.00
28	only	Drive Shoo-Fly Piles	45.00	1,260.00
6,000	lin. ft.	Treated Timber Piling	1.20	7,200.00
149	only	Drive Treated Piles	40.00	5,960.00
420	cu. yds.	Class "A" Concrete	48.00	20,160.00
45,000	lbs.	Metal Reinforcement	0.105	4,725.00
130,000	lbs.	Structural Carbon Steel	0.20	26,000.00
160	lin. ft.	Metal Handrail	12.00	1,920.00
All Required		Shoo-Fly Trestle		7,500.00
All Required		Alter Existing Structure		8,400.00
230	sq. yds.	Membrane Waterproofing	5.50	1,265.00
				$ 87,670.00
All Required		Work Performed by S. P. Co's. Forces		15,433.00
			Subtotal	$103,103.00
			10% Engr. & Cont.	10,310.30
			Total	$113,413.30

Length of Undercrossing Structure 0.000 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Asphaltic Concrete Roadway	$130,314.25	$ 77,092.00	$ 53,222.25
4-Lane Combination Type Roadway	43,637.00	25,815.00	17,822.00
Structure	113,413.30	67,093.00	46,320.30
	$287,364.55	$170,000.00	$117,364.55

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 491, laws 1951.
State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. BF-122 (8)

LAFAYETTE-N. YAMHILL RIVER SECTION OF THE PACIFIC HIGHWAY WEST IN YAMHILL COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 4, 1952

Type Code 6201
4-Lane Roadway (Sta. 77+26 to 84+08)(Sta. 110+00 to 117+98.7)
(Sta. 119+08.7 to 133+00)(Contract No. 3748)

All Required		Clearing and Grubbing (25%)		$ 2,350.00
5,300	sq. yds.	Removal of Pavement	$ 1.00	5,300.00
2,860	cu. yds.	Structural Excavation, Unclassified	2.90	8,294.00
69,000	cu. yds.	General Excavation, Unclassified	0.30	20,700.00
223,000	yd. stas.	Short Overhaul	0.015	3,345.00
4,300	C-yd. stas.	Long Overhaul	0.40	1,720.00
0.54	mile	Finishing Roadbed and Slopes	900.00	486.00
2,300	lin. ft.	Rounding Cutbanks	0.15	345.00
1,500	lin. ft.	18-inch Sewer Pipe	2.90	4,350.00
120	lin. ft.	12-inch Concrete Pipe	1.90	228.00
280	lin. ft.	18-inch Concrete Pipe	3.00	840.00
70	lin. ft.	24-inch Concrete Pipe	5.00	350.00
300	lin. ft.	36-inch Concrete Pipe	9.00	2,700.00
100	lin. ft.	Salvaging Culvert Pipe	1.50	150.00
1,600	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	2.20	3,520.00
100	cu. yds.	3/8" - 0 Backfill in Drains	5.00	500.00
4	only	Concrete Manholes	330.00	1,320.00
7,200	cu. yds.	3" - 0 Material in Base	2.95	21,240.00
1,500	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.20	4,800.00
230	M-gal.	Sprinkling	2.00	460.00
0.54	mile	Preparation of Base	500.00	270.00
120	cu. yds.	3/4" - 0 Material in Binder Course	4.00	480.00
18	tons	RC-3 Asphalt in Binder Course	44.00	792.00
2,500	tons	Class "B" Asphaltic Concrete	7.00	17,500.00
11	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	495.00
70	cu. yds.	Aggregate in Seal Coat	4.00	280.00
				$102,815.00

Type Code 6201
4-Lane Roadway (Sta. 117+50 to Sta. 119 + 30)

40	cu. yds.	Structural Excavation, Unclassified	$ 5.00	$ 200.00
7,700	cu. yds.	General Excavation, Unclassified	0.75	5,775.00
46,000	yd. stas.	Short Overhaul	0.02	920.00
3,100	C-yd. stas.	Long Overhaul	0.50	1,550.00
70	lin. ft.	12-inch Sewer Pipe	2.00	140.00
270	lin. ft.	8-inch Perforated Metal Drain Pipe	2.25	607.50
30	cu. yds.	3/8" - 0 Backfill in Drains	5.00	150.00
1	only	Concrete Catch Basin	90.00	90.00
200	cu. yds.	Material in Sand Blanket	4.50	900.00
620	cu. yds.	Material in Subbase	2.25	1,395.00
270	cu. yds.	3" - 0 Material in Base	3.00	810.00
110	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.50	385.00
30	M-gals.	Sprinkling	3.00	90.00
120	tons	Class "B" Asphaltic Concrete	12.00	1,440.00
				$14,452.50

Subtotal	$117,267.50
10% Engr. & Cont.	11,726.75
Total	$128,994.25

Length of Roadway	0.565 miles
Cost Per Mile	$228,308.40

Type Code 9672
4-Lane Roadway (Sta. 84+08 to 110+00)(Contract No. 3748)

All Required		Clearing and Grubbing (25%)		$ 2,350.00
40	cu. yds.	Structural Excavation, Unclassified	$ 2.90	116.00
14,000	cu. yds.	General Excavation, Unclassified	0.30	4,200.00
77,000	yd. stas.	Short Overhaul	0.015	1,155.00
300	C-yd. stas.	Long Overhaul	0.40	120.00
0.49	mile	Finishing Roadbed and Slopes	900.00	441.00
1,300	lin. ft.	Rounding Cutbanks	0.15	195.00
80	lin. ft.	12-inch Concrete Pipe	1.90	152.00
4,800	cu. yds.	3" - 0 Material in Base	2.95	14,160.00
900	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.20	2,880.00
130	M-gal.	Sprinkling	2.00	260.00
0.49	mile	Preparation of Base	500.00	245.00
80	cu. yds.	3/4" - 0 Material in Binder Course	4.00	320.00
14	tons	RC-3 Asphalt in Binder Course	44.00	616.00
1,700	tons	Class "B" Asphaltic Concrete	7.00	11,900.00
8	tons	SS-1 Emulsified Asphalt in Seal Coat	45.00	360.00
50	cu. yds.	Aggregate in Seal Coat	4.00	200.00

Subtotal	$39,670.00
10% Engr. & Cont.	3,967.00
Total	$43,637.00

Length of Roadway	0.491 mile
Cost Per Mile	$88,873.72

Type Code X631
St. Joseph Undercrossing (Sta. 118+49.88)

170	cu. yds.	Excavation for Structure	$10.00	$ 1,700.00
10	cu. yds.	Excavation below Elevation Shown	10.00	100.00
1,600	lin. ft.	Untreated Timber Piling (Shoo-Fly)	1.00	1,600.00
28	only	Drive Shoo-Fly Piles	60.00	1,680.00
6,000	lin. ft.	Treated Timber Piling	2.00	12,000.00
149	only	Drive Treated Piles	50.00	7,450.00
420	cu. yds.	Class "A" Concrete	65.00	27,300.00
45,000	lbs.	Metal Reinforcement	0.12	5,400.00
130,000	lbs.	Structural Carbon Steel	0.25	32,500.00
160	lin. ft.	Metal Handrail	12.50	2,000.00
All Required		Shoo-Fly Trestle		7,500.00
All Required		Alter Existing Structure		10,000.00
230	sq. yds.	Membrane Waterproofing	7.00	1,610.00
				$110,840.00
All Required		Work Performed by S.P. Co's. Forces		$ 15,433.00
		Subtotal		$126,273.00
		10% Engr. & Cont.		12,627.30
		Total		$138,900.30

Length of Undercrossing Structure 0.000 miles

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Asphaltic Concrete Roadway	$128,994.25	$70,391.00	$ 58,603.25
4-Lane Combination Type Roadway	43,637.00	23,812.00	19,825.00
Structure	138,900.30	75,797.00	63,103.30
	$311,531.55	$170,000.00	$141,531.55

St. Joe Undercrossing

Project No. RF-122(8)

Work Performed by Southern Pacific Company's Forces

CONSTRUCT 2145' TEMPORARY TRACK RECOLLECTIBLE

			LABOR	MATERIAL	TOTAL
Set	2	Untr Switch ties at 245.		490.	
EA	868	Untr track ties at 2.71		2352.	
MBM	8.18	Untr stringers at 150.		1227.	
MBM	9.0	Untr trestle ties at 85.		765.	
LF	3558.	SH 132# rail 70. 1T at 22.40		1570.	
LF	540	SH 80# Rail 6.4 at 16.88		108.	
Jts	20	SH 80# Joints		20.	
Jts	94	SH 132# Joints		94.	
Ea	80	Track bolts nuts & LW at .15		12.	
Ea	408	Track bolts nuts & LW at .31		126.	
Ea	1	80# Derail		100.	
Ea	1	80# Switch		350.	
Ea	2	132# Switches at 640.		1280.	
Ea	2300	SH Tie plates at .11		253.	
Jts	8	Shop made Comp at 18.		144.	
Cwt	62	Track spikes at 6.50		403.	
CY	770	Gravel ballast		770.	
Ea	3	Place switches	540.		
TrFt	2145	Lay surface and ballast	3860.		
TrFt	750	Shift track	750.		
TrFt	525	Remove and replace track	680.		
TrFt	2145	Remove temporary track	644.		
TrFt	750	Shift and restore track	1500.		
Ea	2	Remove and replace switches	400.		
Ea	3	Remove switches	90.		
		Freight		410.	
		Handle material		490.	
		3% vacation allowance	288.		
		4% PD & PL Ins.	384.		
		6-3/4% SS & RR Ins.	667.		
		Contingencies	980.	1096.	
			10783.	12060.	
					22843.

DR SUNDRIES

SALVAGE

			LABOR	MATERIAL	TOTAL
Sets	2	Untr switch ties at 184.		368.	
Ea	868	Untr track ties at 2.03		1762.	
Ea	1	SH 80# switch at 329.		329.	
Ea	2	SH 132# switches		1203.	
GT	70.1	SH Rail at 21.06		1476.	
Ea	1	SH 80# derail		94.	
Jts	8	Shop made SH at 16.92		135.	
Jts	144	SH Joints at .94		107.	
GT	6.4	SH Rail 80# at 15.79		101.	
Ea	80	SH Track bolts		9.	

ESTIMATE - Page 2

			LABOR	MATERIAL	TOTAL
Ea	408	SH track bolts		95.	
Ea	2300	SH tie plates		238.	
Cwt	62	SH track spikes at 4.895		302.	
MBM	8.18	SH Stringers		736.	
MBM	9.0	SH trestle ties		455.	
				7410.	
		CR SUNDRIES & DR MOH			7410.
		Total			$15433.

Oregon State Highway Department

Federal Aid Project
No. HF-122 (8)

LAFAYETTE-NORTH YAMHILL RIVER SECTION OF THE PACIFIC HIGHWAY WEST IN YAMHILL COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 9, 1952

Type Code 6201
4-Lane Roadway (Sta. 77+26 to 84+08)(Sta. 110+00 to 117+98)(Sta.119+08^{7} to 133+00)

All Required		Clearing and Grubbing (25%)	$	$ 875.00
5,300	sq. yds.	Removal of Pavement	0.85	4,505.00
2,860	cu. yds.	Structural Excavation, Unclassified	3.00	8,580.00
69,000	cu. yds.	General Excavation, Unclassified	0.37	25,530.00
223,000	yd. sta.	Short Overhaul	0.02	4,460.00
4,300	C-yd. sta.	Long Overhaul	0.50	2,150.00
0.54	mile	Finishing Roadbed and Slopes	700.00	378.00
2,300	lin. ft.	Rounding Cutbanks	0.15	345.00
1,500	lin. ft.	18-inch Sewer Pipe	3.00	4,500.00
120	lin. ft.	12-inch Concrete Pipe	2.25	270.00
280	lin. ft.	18-inch Concrete Pipe	3.50	980.00
70	lin. ft.	24-inch Concrete Pipe	5.00	350.00
300	lin. ft.	36-inch Concrete pipe	10.00	3,000.00
100	lin. ft.	Salvaging Culvert Pipe	2.00	200.00
1,600	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	2.25	3,600.00
100	cu. yds.	3/8" - 0 Backfill in Drains	4.50	450.00
4	only	Concrete Manholes	225.00	900.00
7,200	cu. yds.	3" - 0 Material in Base	2.50	18,000.00
1,500	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	4,125.00
230	M-gal.	Sprinkling	2.50	575.00
0.54	mile	Preparation of Base	250.00	135.00
120	cu. yds.	3/4"-0 Material in Binder Course	4.00	480.00
18	tons	RC-3 Asphalt in Binder Course	40.00	720.00
2,500	tons	Class "B" Asphaltic Concrete	6.25	15,625.00
11	tons	RS-1 Emulsified Asphalt in Seal Coat	42.00	462.00
70	cu. yds.	Aggregate in Seal Coat	5.50	385.00
		Subtotal		$101,580.00
		10% Engr. & Cont.		10,158.00
		Total		$111,738.00

Length of Roadway	0.544 mile
Cost per mile, Roadway	$205,400.73

Type Code 9672
4-Lane Roadway (Sta 84+08 to 110+00)

All Required		Clearing and Grubbing (25%)	$	$ 875.00
40	cu. yds.	Structural Excavation, Unclassified	3.00	120.00
14,000	cu. yds.	General Excavation, Unclassified	0.37	5,180.00
77,000	yd. sta.	Short Overhaul	0.02	1,540.00
300	C-yd. sta.	Long Overhaul	0.50	150.00
0.49	mile	Finishing Roadbed and Slopes	700.00	343.00
1,300	lin. ft.	Rounding Cutbanks	0.15	195.00
80	lin. ft.	12-inch Concrete Pipe	2.25	180.00
4,800	cu. yds.	3" - 0 Material in Base	2.50	12,000.00
900	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	2,475.00
130	M-gal.	Sprinkling	2.50	325.00
0.49	mile	Preparation in Base	250.00	122.50
80	cu. yds.	3/4" - 0 Material in Binder Course	4.00	320.00
14	tons	RC-3 Asphalt in Binder Course	40.00	560.00
1,700	tons	Class "B" Asphaltic Concrete	6.25	10,625.00
8	tons	RS-1 Emulsified Asphalt in Seal Coat	42.00	336.00
50	cu. yds.	Aggregate in Seal Coat	5.50	275.00
		Subtotal		$35,621.50
		10% Engr. & Cont.		3,562.15
		Total		$39,183.65

Length of Roadway 0.491 mile
Cost per mile, Roadway $ 79,803.46

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Asphaltic Concrete Roadway	$111,738.00	$68,854.00	$42,884.00
4-Lane Combination Type Roadway	39,183.65	24,146.00	15,037.65
	$150,921.65	$93,000.00	$57,921.65

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 12, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BF-122(8), Lafayette-North Yamhill River Section of the Pacific Highway West, have today been recommended for approval subject to such changes as may be required by our Division Office.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

October 20, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed are approved copies of plans and proposals, including special provisions, for Oregon Project BF-122(8), Lafayette-North Yamhill River Section of the Pacific Highway West.

In review of P. S. and E. for the above project we note that Page 4 of the special provisions, being a part of the agreement the contractor will be required to enter into with the Southern Pacific Company, calls for property damage insurance limits of $200,000/$400,000, the same as for public liability insurance. On Pages 6 and 7, where the requirement for insurance is made a direct contract provision, the property damage limits are given as $50,000/$100,000. Such a discrepancy is confusing and might lead to a claim on the part of the contractor.

P. S. and E. documents for the project are approved, subject to the condition that the State shall absorb any excess premiums as non-participating.

Very truly yours,

C. G. POLK
District Engineer

By A F Bester
A. F. BESTER
Highway Engineer

NOTED
W. C. WILLIAMS

Mr Williams discussed this Glen Paxson, but don't know what action was taken

RECEIVED
OCT 22 1952
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

ST. JOE UNDERCROSSING UNIT

Project No. HF-122 (8)

All rights of way or rights of entry have been acquired except the agreement with the Southern Pacific Company concerning the encroachment on their right of way. It is now believed a right of entry can be obtained within fifteen days.

H. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

October 3, 1952

RECEIVED
FOR FILING

No. 4018
~~By~~ [illegible]

SIGNMENT

Date: **February 16, 195**

Description: **Bill from Southern Pacific Company re extension of underpass at St. Joseph. (6 copies) Bill No. 426417 also (6 copies) Bill No. 426423.**

Acknowledged by _____ Referred to __**C. A. Gardiner** ✓____

Investigate and report with recommendation
xx ~~Investigation~~ such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed _________ Report received ______

Remarks: Bill being processed for payment. CAG

RECEIVED
FOR FILING
FORM E-30 25M 9-51 52315

[illegible]
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 28, 1953

3908

SUBJECT: Assignment No. 3908
R/W File 19890
PUX 68
RR File PD-20802

To:
Mr. W. C. Williams
Ass't. Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

We return herewith the above assignment with your correspondence and advise that the instrument was placed on record on January 6, 1953, in Volume 168, Page 352, Yamhill County Records. This information was transmitted to the Southern Pacific Company in San Francisco on January 21, 1953.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP/fn

Enc.

ASSIGNMENT

No. 3908
By wcw

Date: December 16, 1952

Description: Letter of December 9 from L. P. Hopkins and indenture dated October 21, 1952 and agreement of same date in connection with St. Joseph undercrossing project on Pacific Highway in Yamhill County

Acknowledged by _____ Referred to ____ Cooper ✓ _______

Investigate and report with recommendation
xxx ~~[illegible]~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________ signature
____
____

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 1-29-53 Report received _______

Remarks:

RECEIV
DEC 16 1952
LEGAL

7-51-12M

S-2080

Southern Pacific Company
UNION STATION, PORTLAND 9, OREGON

L. P. HOPKINS
SUPERINTENDENT

IN REPLY PLEASE REFER TO
PD-20802

December 9, 1952

PLEASE RETURN TO
W. C. WILLIAMS

Mr. R. H. Baldock
Chief Engineer
Oregon State Highway Commission
Salem, Oregon

Attention - Mr. W. C. Williams

Dear Sir:

Yours October 22nd with which you returned duplicate copies of agreement between Oregon State Highway Commission and Southern Pacific Company covering St Joseph undercrossing project on Pacific Highway in Yamhill County.

Attach following herewith:

1. State's copy of indenture dated October 21, 1952, between Southern Pacific Company and the State of Oregon, covering a grant of easement to the State for an extension to existing highway underpass at St Joseph.

2. Agreement dated October 21, 1952, between the same parties, covering the construction and maintenance of above mentioned extension to existing underpass at said location.

Will you please place indenture, item 1, on record, advising date, page and book number.

Yours truly,
L P Hopkins

Jan 6 53
Vol 61
Pag 352

RECEIVED
DEC 10 1952
OFFICE OF
STATE HIGHWAY ENGINEER

W. C. WILLIA

R

RECEIVED
FOR FILING

FE - 122(1)

3816

November 10, 1952

C. J. Eldon, Contractor
3101 N. Columbia Blvd.
Portland 17, Oregon

Dear Sir:

We enclose herewith, for your files, a fully executed copy of contract No. 3816, which was awarded to you on October 21, 1952 by the ~~State~~ Highway Commission, for the St. Joseph Undercrossing Unit of the Lafayette-North Yamhill River Section on the Pacific Highway West in Yamhill County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 11/[illegible] gl

RECEIVED
OCT 28 1952
FOR FILING

SOUTHERN PACIFIC COMPANY

911/323

October 24, 1952

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon

Attention: Mr. W. C. Williams

Dear Sir:

Referring to your letter of October 22 with which you returned the duplicate counterparts of construction and easement agreements covering the St. Joseph Underpass project executed by the Highway Commission, and information that the contract has been awarded to C. J. Eldon of Portland.

We are placing the agreements in line for execution by our officers, after which one copy of each will be returned to you for your retention.

We have asked our contract attorney to prepare contractor's agreement which will be forwarded to our Superintendent Hopkins for execution by the contractor.

Your understanding is correct that the execution of construction and easement agreements by the State Highway Commission will serve as a permit of entry but as in the procedure handled in other grade separation projects the contractor must execute the agreement with the railroad and submit satisfactory policies covering public liability and property damage. I assume that you are instructing the contractor to submit the policies of insurance as soon as possible and you may rest assured that we will submit the contractor's agreement to C. J. Eldon as soon as possible.

Yours very truly,

(sgd) F. [illegible]. Mayo
km

Original to Mr. Paxson

RECEIVED
OCT [illegible] 1952
FOR FILING

[illegible]

3911.

October 22, 1952

Mr. E. E. Mayo
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Sir:

I am attaching hereto two copies each of the agreements between the State and the Southern Pacific Company covering the St. Joseph undercrossing project on the Pacific Highway in Yamhill County. These agreements have been executed by the State Highway Commission and are returned to you for completion by the officials of your company.

Bids were opened on this project and a contract awarded for it to C. J. Eldon of Portland. It is our understanding through conversations with your Mr. Paul that the signature on these agreements by the State Highway Commission serves as a permit of entry, and we will proceed with the construction of the project.

We will keep you advised as to when we will require the steel girders and other material which you are to furnish for the falsework trestle.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

Attached
cc L. P. Hopkins
G. S. Paxson

GSP:gm

FORM E-90 37,500 4-52 96808

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 21, 1952

SUBJECT: Pux 68 - St. Joseph Undercrossing
Construction and Easement Agreements

To: Mr. Fred A. Miller
Assistant Counsel
State Highway Commission
Imperial Hotel, Portland

Dear Mr. Miller:

Herewith I hand you original and first copy of form of easement and original and first copy of construction agreement relative to the St. Joseph Undercrossing on Pacific Highway West in Yamhill County.

The construction agreement has been examined by Mr. G. S. Paxson and has been approved by him as to engineering features. Both forms of agreement have been examined by me and are approved as being in standard form. The description in the easement has been examined by Mr. J. W. McCallister and has been given his approval.

It is important that the instruments be executed by the Commission at the present meeting as bids are being received today and the execution of the instruments by the State Highway Commission and the return thereof to Southern Pacific Company will eliminate the necessity for securing a permit of entry and will enable the awarding of the contract if a satisfactory bid is received.

Acknowledgement of the easement should be taken by Mr. Glaisyer and thereafter all copies returned direct to me for further handling.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 4

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OCT [illegible]
FOR FILING

October 22, 1952

Mr. C. J. Eldon, Contractor
P. O. Box 5686
Portland 17, Oregon

Gentlemen:

The State Highway Commission on October 21, 1952 awarded to you State Highway Contract No. 3816 for construction of the St. Joseph Undercrossing Unit of the Lafayette-North Yamhill River Section of the Pacific Highway West in Yamhill County. This award was based on your bid of $103,322.50 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl

cc:
H. G. Smith
S. H. Probert
G. S. Paxson
SHAC W. M. Franzwa

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

October 21, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 3816 for Oregon Project BF-122(8), St. Joseph Undercrossing Unit of the Pacific Highway West, to C. J. Eldon of Portland, Oregon, low bidder in the amount of $103,322.50 at the October 21, 1952 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED

RECEIVED
FOR FILING

[illegible]

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or pre-

WESTERN UNION

1201

SYMBOLS

DL=Day Letter

NL=Night Letter

LT=Int'l Letter Telegram

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	☒	SERIAL	☐
DAY LETTER	☐	NIGHT LETTER	☐

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE	☐	LETTER TELEGRAM	☐
VICTORY LETTER	☐	SHIP RADIOGRAM	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

COLLECT

SALEM, OREGON
OCTOBER 9, 1952

MR. C. P. NORTON
THE WESTERN UNION TELEGRAPH COMPANY
125 - 12TH STREET
OAKLAND, CALIFORNIA

ST. JOSEPH UNDERCROSSING IS FEDERAL-AID PROJECT AND BILLING FOR REMOVAL OF YOUR FACILITIES SHOULD BE UNDER U. S. BUREAU OF PUBLIC ROADS GAM 299.

R. H. BALDOCK
STATE HIGHWAY ENGINEER

cc Mr. Paxson
Mr. Polk

RECEIVED
FOR FILING

BF-13-(1)
[illegible]
1 3812

WING TERMS!

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1201

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=Int'l Letter Telegram
VLT=Int'l Victory Ltr.

(53)

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

0 9 3 29

.PRA209 OC264

O.SFG356 DH=SAN FRANCISCO CALIF 9

=R H BALDOCK, STATE HIGHWAY ENGINEER=
OREGON STATE HIGHWAY DEPT SALEM ORG=

PLS REFER MY LETTER SEPT 10 YR REPLY SEPT 15 RE STJOSEPH UNDERCROSSING. IS THIS FEDERAL AID PROJECT & SHOULD BILLING BE UNDER U S BUREAU PUBLIC ROADS GAM 299 OR IS THIS STATE PROJECT?=

:C P NORTON WESTERN UNION=

NOTED
W. C. WILLIAMS

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

BF-122(8)
[illegible]
3816

October 6, 1952

BF-122(8)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BF-122(8), St. Joseph Undercrossing Structure, Lafayette-North Yamhill River Section of the Pacific Highway West, have today been recommended for approval subject to such changes as may be required by the Division Engineer and subject, also, to receipt and approval of an agreement between the State and the Southern Pacific Company.

This is to authorize your advertising for bids.

Award of contract will be withheld pending receipt of advice that all rights of way or rights of entry have been acquired and that the railroad agreement has been executed.

Yours very truly,

C. G. Polk
C. G. Polk
District Engineer

RECEIVED
OCT [illegible] 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 5 1952
FOR FILING

OREGON DISTRICT
[illegible]
[illegible]
[illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

August 28, 1952

Mr. [illegible] has [illegible] them

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project BF-122(8)
Lafayette-North Yamhill River Section

Dear Sir:

Reference is made to your recently submitted price agreements Nos. 1 to 5 inclusive on the above project.

Agreements Numbers 1 to 4 inclusive have been approved and the executed documents transmitted to you.

Price Agreement No. 5 provides for a payment which seems entirely reasonable. The Bureau has repeatedly refused, however, to participate in such payments unless contract authority existed therefor. We do not believe there is any in this case and unless such authority is pointed out to us, we must refuse favorable action on the price agreement.

To cover future cases of this nature the following specification as used by the State of Washington is suggested:

> "Unsuitable Material. Whenever the material in the finished roadway is of such a nature that, in the judgment of the Engineer, it will impair the stability or usefulness of the highway, said material shall be removed and disposed of as directed by the Engineer and shall be paid for by 'Force Account.' The material secured to replace the material removed will be estimated and classified in accordance with these specifications and paid for at the contract price for such excavation."

Very truly yours,

C. C. Polk

C. C. POLK
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
AUG 29 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

RF-137(5)
Grade Sep
31A

September 15, 1952

Mr. C. P. Norton
The Western Union Telegraph Company
125 - 12th Street
Oakland 7, California

Dear Sir:

Re: St. Joseph Undercrossing

Reference is made to your letter of September 10, 1952, concerning the protection of your wire facilities at the site of the proposed underpass of the Southern Pacific Company lines at St. Joseph, Oregon. This letter gave an estimate of $[illegible]36 as the approximate cost of safeguarding your facilities and attached thereto a sketch showing the procedure proposed.

This is to advise our approval of the procedure. We will accept billing from your company for the work when done. The billing should be accompanied by two copies of pay rolls, invoices for material and other evidence supporting the billing.

It is anticipated that bids will be opened and a contract awarded for this project late in October. We will keep you advised when the contract is let so that your work may be so organized as to be clear of our contractor's operations.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

GSP:gm
cc G. S. Paxson
cc Bureau of Public Roads (3)

[illegible]
FORM E-30 37,500 4-52 86808

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 9, 1952

SUBJECT: Pux 68 - St. Joseph Undercrossing
Pacific Highway West, Yamhill County

To: Mr. W. C. Williams ✓
Mr. G. S. Paxson (5)
Mr. H. G. Smith (2)
Mr. E. A. Collier (2)
Mr. A. G. Skelton
Mr. H. B. Simpson
Mr. E. A. Skelley

Gentlemen:

Herewith I hand you copy of Order No. 30470 issued by the Public Utilities Commissioner, Docket F-2363, our file PUX 68, authorizing reconstruction of the St. Joseph Undercrossing on Pacific Highway West in Yamhill County.

The order makes no mention of salvage from the existing structure, but the petition set out that the State should salvage the structure beams and other materials from the existing separation structure. This was not denied in the answer of Southern Pacific Company and, therefore, is deemed to be admitted.

Very truly yours,

J. W. DeSouza

J. W. DeSOUZA
Assistant Counsel

JWD:mb
Enc.

RECEIVED
SEP 11 1952
OFFICE OF
STATE HIGHWAY ENGINEER

P.U.C. OREGON ORDER NO. 30470

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the Matter of the Application of the)
State of Oregon, by and through its)
State Highway Commission, for authority)
to reconstruct the St. Joseph Under-)
crossing under the tracks and on the) F-2363
right of way of Southern Pacific Company)
on Pacific Highway West in the Southeast)
quarter of the Northwest quarter (SE$\frac{1}{4}$NW$\frac{1}{4}$))
of Section 11, Township 4 South, Range 4)
West, W.M., in Yamhill County)

RECEIVE
1952

The above entitled matter came on for hearing pursuant to notice on Friday, August 29, 1952, at 1:35 P.M., in the Yamhill County Court House, McMinnville, Oregon, before C. E. Jaqua, sitting as Examiner for the Commissioner.

The following appearances are of record herein:

J. W. DeSouza, Assistant Counsel, Salem, Oregon
In behalf of Oregon State Highway Commission

Edwin L. Graham, Attorney, Portland, Oregon
In behalf of Southern Pacific Company

Whereupon evidence was introduced, the hearing concluded, and the matter submitted for determination. After due consideration of the record, evidence, and law in the matter, the Commissioner makes and enters the following findings, conclusions, and order:

FINDINGS

On July 18, 1952, the Commissioner received in his office the application of the State of Oregon, by and through its State Highway Commission, for authority to reconstruct the St. Joseph undercrossing (designated in the Commissioner's Catalog of the Crossings of the State of Oregon as No. F-738.2-B) under the tracks and on the right of way of Southern Pacific Company's West Side Branch as part of Pacific Highway West in the Southeast Quarter of the Northwest Quarter of Section 11, Township 4 South, Range 4 West, Willamette Meridian, in Yamhill County, Oregon.

The reconstruction is necessary because of a realignment and relocation of Pacific Highway West between Lafayette and the North Yamhill River and because the present structure is inadequate for the increased roadway width.

The average daily volume of vehicular traffic on the highway under the proposed structure has been estimated to be 5800 vehicles per day with normal average increases anticipated; the average daily volume of train movements across the proposed structure is at present four per day; in addition to switching movements.

The highway approaching the crossing from the west is on a descending grade of 2.267%, and from the east is on a descending grade of 1.37%, which grades are connected by a 430-foot vertical curve.

The details of construction and the arrangements for financing, together with division of labor involved in the construction of the undercrossing structure and the construction of a shoofly track and proposed temporary trestle have been mutually agreed upon by Oregon State Highway Commission and Southern Pacific Company. Upon completion of the project, by agreement between both parties in interest, the structure, together with the railroad facilities, will be maintained by Southern Pacific Company, and the highway, together with its facilities, will be maintained by Oregon State Highway Commission.

On August 4, 1952, the Commissioner received in his office letter from Yamhill County Court, signed by H. M. Hoskins, County Judge, stating that Yamhill County Court has no objection to the granting of permission to the State Highway Commission to reconstruct the St. Joseph undercrossing.

CONCLUSIONS

The reconstruction of the St. Joseph undercrossing as set forth in the petition is necessary and in the public convenience in that the increased travel upon and the revision and realignment of Pacific Highway West will render the present undercrossing inadequate, and the application therefore should be granted.

ORDER

IT IS ORDERED that the application of the State of Oregon, by and through its State Highway Commission, for authority to reconstruct the St. Joseph undercrossing under the tracks and on the right of way of Southern Pacific Company on Pacific Highway West in the Southeast Quarter of the Northwest Quarter of Section 11, Township 4 South, Range 4 West, Willamette Meridian, in Yamhill County, Oregon, be and the same is hereby granted.

IT IS FURTHER ORDERED that the project, including the reconstruction of the undercrossing, the construction and use of shoofly track and temporary trestle, shall be carried forward in a good and workmanlike manner, and as to location and design as set out in the plans attached to the petition and by this reference made a part hereof.

IT IS FURTHER ORDERED that the costs of reconstruction of the undercrossing, together with costs of construction of a temporary shoofly track and trestle over the highway, together with removal of these temporary structures, shall be borne by Oregon State Highway Commission in such manner and in accordance with the mutual agreement entered into between Oregon State Highway Commission and Southern Pacific Company.

IT IS FURTHER ORDERED that, upon completion of said structure, Southern Pacific Company shall, at its own expense, maintain such structure, including abutments, wingwalls, deck, tracks and all railroad facilities, and Oregon State Highway Commission shall, at its own expense, maintain the highway roadbed, pavement, drainage and other highway facilities.

IT IS FURTHER ORDERED that no further authorization shall be required for the erection and use of a temporary trestle during the construction period to be used as an undercrossing of Southern Pacific Company's West Side Branch over Pacific Highway West at this location.

IT IS FURTHER ORDERED that in the event that the erection or use of falsework necessary for construction shall impair the standard vertial or horizontal clearances as set forth in P.S.C. Oregon Order No. 99, such impairments to standard clearances are herein authorized for the construction period.

IT IS FURTHER ORDERED that the designation F-738.2-B shall be retained as an identification of the undercrossing.

Dated at Salem, Oregon, this 8th day of September, 1952.

CHAS. H. HELTZEL

Public Utilities Commissioner

ATTEST:

MARJORIE K. SHAFFER

Secretary

(OFFICIAL SEAL)

RECEIVED
FOR FIL
FORM E-30X 10M 1-52 88419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 2, 1952

NOTED
W. C. WILLIAMS

SUBJECT: Pux 68, St. Joseph Undercrossing
Yamhill County

To: MEMORANDUM TO FILE:

Hearing on this matter was held in the County Court House at McMinnville, Oregon, at 1:30 P.M. on Friday, August 29, 1952, before C. E. Jaqua, sitting as Examiner for the Public Utilities Commissioner.

Mr. E. L. Graham appeared as attorney for Southern Pacific Company and the State Highway Commission was represented by the writer.

The only issue raised by the pleadings was a question of certainty as to the future maintenance, and this was taken care of by stipulation by Counsel to the effect that the order might contain requirements regarding maintenance in accordance with the agreement between Southern Pacific Company and State, which was entered into with reference to the Tualatin Undercrossing, File Pux 54. This language is as follows:

> "Upon completion of said structure, Railroad shall maintain said structure, including abutments, wingwalls, deck, tracks and all railroad facilities. State, at its expense, shall maintain the highway roadbed, pavement, drainage and all other highway facilities, including any lighting of said structure."

Mr. Paxson was called to the stand and substituted revised copies of Drawing No. 10462 as Exhibit 1, and No. 10467 as Exhibit 2, for the drawings submitted with the petition. These substitutions were made to reflect changes which had been requested by Southern Pacific Company. Mr. Paxson further testified regarding the type and design of the structure, the proposed track changes, and the method of handling construction.

In view of the fact that there was no controversy, Southern Pacific Company placed no witnesses on the stand.

No appearance was made at the hearing by Yamhill County.

J. W. DeSOUZA
Assistant Counsel

JWD:mb
cc: Mr. W. C. Williams ✓
Mr. G. S. Paxson
Mr. H. G. Smith (2)
Mr. J. D. Walker

FORM E-191X 1500 1-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
FOR FILING

July 30, 1952

Mr. E. E. Mayo
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Sir:

Herewith a copy of the easement from Yamhill County covering the construction of the shoofly track on Railroad Avenue at the site of the St. Joseph Undercrossing.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
Attached

cc L. P. Hopkins
H. B. Glaisyer
W. C. Williams
J. D. Walker

RECEIVED
1952
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 29, 1952

Mr. E. E. Mayo, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Sir:

I am returning herewith one copy of your letter of July 24 granting a permit of entry on your right of way at the site of the St. Joseph Undercrossing for the purpose of constructing the grade for the shoofly tracks. This letter has been endorsed by Mr. W. C. Williams, assistant state highway engineer, signifying acceptance of the conditions by the State.

I understand that J. C. Compton, the grading contractor, has supplied your company with copies of the insurance. The easement for the use of Railroad Avenue by the shoofly track is purely a matter of form and the agreement is being presented to the Yamhill County Court for their execution today.

Very truly yours,

RR# 31

G. S. Paxson
Bridge Engineer

GSP:gm
Encl.

cc L. P. Hopkins
W. C. Williams
J. D. Walker

RECEIVED
1952

2-52-1M

S-2705-B

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

E. E. MAYO
CHIEF ENGINEER
C. J. ASTRUE
ASSISTANT CHIEF ENGINEER
R. W. PUTNAM
ENGINEER MAINTENANCE OF WAY AND STRUCTURES
W. M. JAEKLE
ASSISTANT ENGINEER MAINTENANCE OF WAY AND STRUCTURES

July 24, 1952

911/323

Mr. R. H. Baldock (2)
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. G. S. Paxson

Dear Sir:

Please refer to previous correspondence concerning proposed widening of St. Joseph underpass and your request upon Superintendent Hopkins that Contractor J. C. Compton of McMinnville be permitted to enter our right of way in advance of execution of easement and construction agreements to place temporary railroad shoofly embankment and that right of entry be granted.

The State of Oregon, through its Highway Department, is granted permission to enter on our 60 ft. right of way and station grounds at St. Joseph adjacent to the area over which easement is to be granted the State between Railroad Engineer Stations 2457 on the Hillsboro direction end of shoofly track and Railroad Engineer Station 1/25 on the Cheshire direction end for the purpose of permitting State contractor to construct shoofly embankment.

This right of entry is granted contingent upon the State securing all necessary right of way to be occupied by the shoofly beyond our magnetic westerly right of way line in what is designated as Railroad Avenue and further contingent upon the State executing the easement and construction agreements when presented and with the understanding the contractor is to execute the usual form of agreement and furnish insurance coverage acceptable to the railroad in advance of performing any work on railroad premises.

A copy of this letter is also furnished you for signature of the highway engineer or his authorized agent accepting the conditions under which the right of entry is granted, this copy to be returned to me and so accepted.

Yours very truly,

E. E. Mayo

Accepted by State of Oregon

By: ______________________
asst. State Highway Engineer

RECEIVED
JUL 28 1952
STATE HIGHWAY COMMISSION
[illegible]

RECEIVED
FOR FILING

FORM E-30 25M 1-52 88419

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 14, 1952

SUBJECT: St. Joseph Undercrossing

To: Mr. W. C. Williams
Asst. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

I have been advised by phone that the Southern Pacific Company have received authority from their San Francisco office to allow us to enter upon their property at St. Joseph and construct the shoofly track grade which will be used during construction of the underpass. This will enable us to have this grade made by the grading contractor, J. C. Compton, from material now being removed in the highway excavation.

This permit of entry is upon the following conditions:

(1) The contractor is to furnish the railroad the customary insurance. This may have already been done as our contract with Compton provides that he furnish the railroad insurance in connection with another encroachment within the limits of his contract. He should, however, have an endorsement from his insurance company specifically including the work on these shoofly tracks under the policy.

(2) The State is to agree to expedite the usual easement-agreement covering the undercrossing structure and the shoofly tracks made necessary by its construction. This is the same condition that we have already agreed to in connection with the Anlauf and the two overcrossings near Salem.

(3) The State is to assume the railroad's cost for inspection and engineering in connection with the laying out of the shoofly tracks. This normally would be charged against the structural contract, and these costs can be transferred to it later if advisable.

It is suggested that Mr. Walker arrange with the contractor for the extension of the insurance and that we notify the railroad company that we are going ahead with the grading for the shoofly tracks under this permit of entry.

RECEIVED
JUL 14 1952
OFFICE OF
STATE HIGHWAY ENGINEER

Very truly yours,

G. S. Paxson
G. S. Paxson
Bridge Engineer

GSP:gm
cc J. D. Walker

September 10, 1952

JOBS - 0-3593-52 - St. Joseph, Ore. - Highway Underpass

State of Oregon
Highway Commission
Salem, Oregon

Attention: Mr. G. S. Paxson, Bridge Engineer

Gentlemen:

A field meeting was held August 4 at the site of the proposed underpass at St. Joseph, Oregon. Representatives of the State Highway Department and the Southern Pacific Company's Engineering Department were present.

As a result of this meeting we have been furnished a plan for permanently clearing the proposed highway work. This plan is shown on the attached field sheet and consists mainly of raising and relocating five poles in our Corvallis Junction-Cook line. Four copies of the field sheet are attached.

Our estimated cost, based on having a line crew in the vicinity of Portland at the time it becomes necessary for us to perform the work, is:

Labor	$ 520
Material	80
Other Disbursements	70
Soc. Sec. & Unemp. Ins. Taxes	22
Plant Supervision Expense	105
Supply Expense on Material	12
Transportation on Material	27
TOTAL.....	$ 836

If the plan of work and cost estimate are satisfactory to the State, please let us have the usual service agreement indicating the State's willingness to accept our billing for the necessary changes on an actual cost basis, plus the customary overhead.

Yours very truly,

Area Supt., P & T

JPL: [illegible]
GMS

S-113(1) Bullards Ferry Bridge 1952

#3817

FAS 550*, Coos County
Bullards Bridge (Coquille River)
*Seven Devils County Road

Contract
Project S-113(1)

NOTE: This is not an FAS-C project altho it was on an FAS-C rte. No FAS-C funds were used. County raised funds by a bond issue; State used State and FAS-Highway funds.

(The bridge subsequently became part of State Primary Highway 9. It's just north of Bandon.)

Date	File Contents
10/10/51	County endorses State proposal to construct project with State FAS funds plus $300,000 County contribution.
9/2/52	Encroachment Resolution by County.
9/9/52	Maintenance Agreement.
9/23/52	Construction-Finance Agreement.

5/5/78 File transferred to General Files

S-113 (1)

OREGON STATE HIGHWAY DEPARTMENT
(date)
February 23, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3817	22-Final	Carl M. Halvorson, Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
3180	R-116194	$ 19,053.84	2/23/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: June 30, 1954

Time Extensions: to Sept. 30, 1954

Completion Date: Sept. 15, 1954

Date Accepted: Sept. 23, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-23-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

Ruth Rawlings

[illegible] ON CARD

RECEIVED
JAN 24 1955
FOR FILING

S-113 (1)
3917

January 21, 1955

The Ohio Casualty Insurance Company
Post Office Box 1230
Roseburg, Oregon

Attention: Mr. David L. Engelbart

Gentlemen:

This is in reply to your letter of January 17th in which you inquire as to the identity of the contractor who painted the bridge at Bullards across the Coquille River near Bandon. Construction of this bridge was awarded to Carl M. Halvorson, Inc., 218 Builders Exchange Building, Portland. Our records show that the contract was awarded on October 20, 1952, and was completed September 15, 1954.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

THE
OHIO CASUALTY INSURANCE COMPANY
CLAIM DEPARTMENT
P.O. BOX 1230
ROSEBURG, OREGON
PHONE: ROSEBURG 3-6017

January 17, 1955

Oregon State Highway Department
State Highway Building
Salem, Oregon

Re: Roy Smith, et ux
ORE COMP A-964667

Gentlemen:

I wish to obtain the identity of the contractor who painted the State's new bridge at Bullards, Oregon, across the Coquille River near Bandon, Oregon. This contractor apparently was responsible for numerous claims from overspray, among which is our above case.

Your information will be appreciated, and will enable us to proceed wihh subbogation is the contractor is found responsible for the paint damage.

Very truly yours,
OHIO CASUALTY INSURANCE COMPANY

David L. Engelbart
David L. Engelbart
Claims Department

cc:PO

RECEIVED
OCT 27 1954
FOR FILING

S[illegible] (1)

October 27, 1954

The Travelers Indemnity Co.
700 Main St.
Hartford 15, Connecticut

Gentlemen:

State Highway contract No. 3517 for work performed on the Bullards Ferry Bridge on the Seven Devils Highway in Coos County was completed by the contractor, Carl M. Halvorson, Inc., on September 15, 1954 and was formally accepted by the Highway Commission on September 23, 1954.

Final payment in the amount of $19,053.04 will be released to the contractor on or after November 6, 1954. The total contract amount is $626,515.04. and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - The Travelers Indemnity Co.
C. [illegible]. Tomassene & Sons
1002 Cascade Bldg
Portland, Oregon

NOTED ON CARD
10-27-54

NOTED
V. R. [illegible]

NOTED
Harold C. A[illegible]

October 8, 1954

NOTED
J. W. CATTRALL

Coos County Court
Court House
Coquille, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

This is to advise you that work on the Bullards Bridge (Coquille River) Section project, FAS 550, was completed on September 15, 1954.

Under the terms of the maintenance agreement signed by the County Court on September 2, 1952, and by the Highway Commission on September 8, 1952, the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JLC:mm

RECEIVED
OCT 8 - 1954
FOR FILING

October 8, 1954

Earl [illegible] Halvorson, Inc.
21[illegible] Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on September 23 had under discussion your request for an extension of time, from June 30 to September 30, 1954, within which to complete your contract No. 3[illegible]17 for constructing Bullards Ferry Bridge over the Coquille River in Coos County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject [illegible] but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

sl

cc: Joe Edwards,
Division Engineer

Eugene Ash,
Resident Engineer

[illegible] Paxson,
Assistant State Highway Engineer

RECEIVED
SEP 30 1954
FOR FILING

September 29, 1954

Travelers Indemnity Co.
700 Main St.
Hartford 15, Conn.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Carl M. Halvorson, Inc. on contract No. 3817, covering construction of Bullards Ferry Bridge over the Coquille River in Coos County. This payment, in the amount of $36,202.83, will be released to the contractor on or after October 9, 1954. The retained percentage is $18,787.48.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene & Sons
614 Wilcox Bldg.
Portland, Oregon

NOTED ON CARD
9.29.54

8

RECEIVED
SEP 22 1954
FOR FILING

September 13, 1954

Request for extension of time
No. 12
September 23 and 24 meeting.

Oregon State Highway Commission

Gentlemen:

Re: Bullards Ferry Bridge
over Coquille River
Contract No. 3817

Carl M. Halvorson, Inc., contractor on the above project, has requested an extension of time from June 30, 1954, to September 30, 1954, to complete work on this project.

All major items of work were complete on the contract completion date of June 30, 1954. The incomplete work as of that date consisted of final adjustments to operating machinery, sandblasting and painting practically all structural steel, a small amount of concrete finish, and the usual job cleanup. Several attempts were made at sandblasting and painting the steel during May and June, but weather conditions were such that a satisfactory job could not be done so the work was postponed until the arrival of suitable weather in July and August. All painting is complete, and all other miscellaneous items of work will be completed on or about September 15, 1954.

While the delay in completion of the work has caused the State additional expense in maintaining an engineer on the job beyond the specified completion date, it is felt that this was caused by conditions beyond the control of the State or the contractor. It is recommended that the time extension requested be granted without penalty to the contractor. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHS/ds
Attached

RECEIVED
SEP 8 - 1954
FOR FILING

September 7, 1954

Mr. Frank L. Calise, Manager
Coos County Chamber of Commerce
P. O. Box 210
Coos Bay, Oregon

Dear Mr. Calise:

I shall be glad to extend to the engineers of the U.S. Bureau of Public Roads an invitation to attend the ceremonies incident to the dedication of the Bullards Bridge and the new highway between North Bend and Reedsport as requested in your letter of September 3, which I have received in this morning's mail.

My letter will be directed to Mr. Frank E. Andrews, Acting Division Engineer of U.S. Bureau of Public Roads, P. O. Box 3900, Portland, Oregon. I will tell him that the invitation is being extended to the members of his organization at your request.

With kindest regards I remain,

Sincerely yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

September 7, 1954

Mr. Frank E. Andrews,
Acting Division Engineer
U. S. Bureau of Public Roads
P. O. Box 3900
Portland, Oregon

Dear Mr. Andrews:

I hand you herewith a copy of a letter that I have just received from Mr. Frank L. Calise, Manager, Coos County Chamber of Commerce, requesting that I extend to you and interested members of your organization an invitation to be present at ceremonies to be held on September 20, incident to the dedication of Bullards Bridge over Coquille River and the new highway between North Bend and Reedsport.

In acknowledging the invitation, if you feel so inclined, please send your communication direct to Mr. Calise.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm
Enclosure-1

POWERS
BANDON
MYRTLE POINT
NORTH BEND
COOS BAY
COQUILLE
EMPIRE-CHARLESTON

COOS COUNTY
CHAMBER OF COMMERCE

P. O. BOX 210
COOS BAY, OREGON

September 3, 1954

Mr. H. G. Glaisyer
State Highway Building
Salem, Oregon

Dear Mr. Glaisyer:

Would it be possible for you to invite the Bureau of Public Roads to attend the dedication ceremonies on September 20th in Coos County. Please feel free to invite anyone whom you think would be interested in coming for the dedication.

I understand that Ben Chandler will not be back in the area until September 15th and we are depending on you to take care of some of the invitations.

Best and personal regards.

Sincerely,

Frank

Frank L. Calise
Manager

FLC/l

RECEIVED
SEP 7 1954
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
SEP 7 - 1954
FOR FILING

September 3, 1954

Mr. Frank [illegible] [illegible], Manager
Coos County Chamber of Commerce
P. O. Box 210
Coos Bay, Oregon

Dear Mr. [illegible]:

I shall be pleased to extend to the members of the State Highway Commission and the State Highway Engineer your kind invitation for them to be present on the occasion of the dedication of Bullards Bridge at Bandon and the new highway between North Bend and Reedsport which, you state, is to be held on Monday, September 20, 1954.

I question that it will be possible for Commissioners Reynolds and [illegible] to be present inasmuch as both of them will be out of the state on that particular day. The date of the dedication is also rather inopportune for some of the Engineers and myself because we will have just returned that day from the annual meeting of the Western Association of State Highway Officials at Sun Valley, Idaho, and we will be busily preparing for the regular meeting of the State Highway Commission which is scheduled for Thursday and Friday, September 23 and 24.

Anyway, I want to thank you most kindly for the invitation and extend to you best wishes for a very successful occasion.

Sincerely yours,

Secretary
OREGON STATE HIGHWAY COMM.

[illegible]

cc: Commissioners
R. H. Baldock

POWERS
BANDON
MYRTLE POINT
NORTH BEND
COOS BAY
COQUILLE
EMPIRE-CHARLESTON

COOS COUNTY
CHAMBER OF COMMERCE

P. O. BOX 210
COOS BAY, OREGON

September 1, 1954

Mr. H. B. Glaisyer
State Highway Building
Salem, Oregon

Dear Mr. Glaisyer:

We would like to inform you that Coos County will dedicate the Bullards Bridge at Bandon and the new highway between North Bend and Reedsport on September [illegible]th. George [illegible] of Coquille is chairman of this division.

We would appreciate it very much if you would invite the Commissioners and any other persons you think should be here on that date. Ben Chandler's granddaughter will cut the tape and in the absence of Governor Patterson we probably will have Mr. [illegible] as our honor guest. We are looking forward to a successful dedication and it will [illegible] to see you again.

Best personal regards and all good wishes.

Sincerely,

Frank

Frank L. Calice
Manager

FLC/mc

RECEIVED
SEP 3 1954
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
MAY 5 1954
FOR FILING

[illegible]

[illegible]

6010

May 3, 1954

Mr. Merritt J. Senter, Secretary
Chamber of Commerce
Bandon, Oregon

Dear sir:

I have your letter of April 17 concerning the formal acceptance of the Bullards Bridge over the Coquille River.

Although we have been able to open this structure to traffic, the project is not yet complete. Practically all of the painting is yet to be done, and the machinery operating the draw-span has not been completed. With the painters working on the structure, any formal opening would be rather unsatisfactory, and I would suggest that any ceremony of acceptance be postponed until all work is completed. This will be at least two months yet.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
cc G. S. Paxson
Ben R. Chandler

make cks
for Chandler

ASSIGNMENT

Date: **April 19, 1954** No. 6010 By PHB

Description: **Letter 4-17-54 from Bandon C. of C., about formal opening of Bullards Bridge.**

Acknowledged by ____ Referred to **PAXSON** ✓

_ Investigate and report with recommendation
_ Such action as necessary and report
_ Comment or recommendation
_ Return with rough draft of reply
X Prepare reply for signature of Mr. **Baldock**
_ Contact correspondent and report

Remarks:

Executed 5-3-54 Report Received ________

CRANBERRY CAPITAL OF OREGON — HOME OF THE CROFT EASTER LILY

Most Picturesque Beach on Pacific Coast

BANDON
CHAMBER OF COMMERCE
BANDON-BY-THE-SEA
A Community of Diversified Industries
BANDON, OREGON

April 17, 1954

State Highway Department
Salem, Oregon

Gentlemen:

When will you formally accept the Bullards Bridge? Would the Department be interested in participating in a formal opening?

We would like to hear from you at your early convenience on this matter.

Sincerely yours,
The Bandon Chamber of Commerce
By:

Merritt J Senter

Merritt J. Senter, Secy.

mjs/nf

REFERRED TO
Paxson
By State Highway Engineer
Please prepare answer

RECEIVED
APR 19 1954
OREGON
STATE HIGHWAY COMMISSION

765

Form PR 2 (Revised 1946)

State Oregon

Federal Aid Secondary Project No. S-113(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of January, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 18th day of June, 1951, a program, which was approved on the 29th day of May, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 8th day of September, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of four hundred thirty-seven thousand and 00/100 dollars ($437,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

and

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 177+50 in the NW 1/4, Section 17, T-28-S, R-14-W, W.M. and survey station 210+50 in the SE 1/4, Section 18, T-28-S, R-14-W, W.M., without exception,

length 0.625 miles, in Coos County, being Oregon Federal Aid/ Secondary project No. S-113(1), consisting of 0.491 miles of roadway and one bridg~~es, each~~ of more than 20 feet clear span, 0.134 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of four hundred thirty seven thousand and 00/100 dollars ($437,000.00), which does not exceed the authorized Federal pro rata share of seven hundred three thousand nine hundred ninety-two and 30/100 dollars ($703,992.30), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing

Chapter 529, Laws 1939.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

Assistant State Highway Engineer

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Public Roads Administration.

RECEIVED

December 12, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Bullards Bridge Section, Project No. S-113 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM:gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-113 (1)

BULLARDS BRIDGE SECTION (COQUILLE RIVER) OF THE SEVEN [illegible] ROAD IN COOS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 18, 1952

Type Code 2010
Roadway (Sta. 177+50 to 210+50) (Contract No. 3317)

All Required		Clearing and Grubbing		$ 5,000.00
20	cu. yds.	Structural Excavation, Unclassified	$ 5.00	100.00
90	cu. yds.	Trench Excavation, Unclassified	2.00	180.00
64,000	cu. yds.	General Excavation, Unclassified	0.48	30,720.00
286,000	yd. stas.	Short Overhaul	0.01	2,860.00
2,800	C-yd. stas.	Long Overhaul	0.75	2,100.00
2,500	cu. yds.	Rock Slope Protection	4.00	10,000.00
0.49	mile	Finishing Roadbed and Slopes	1,000.00	490.00
50	lin. ft.	12-inch Concrete Pipe	4.00	200.00
50	lin. ft.	18-inch Concrete Pipe	5.00	250.00
3,800	cu. yds.	Selected Roadbed Topping	0.60	2,280.00
6,700	yd. mi.	Hauling Roadbed Topping	0.15	1,005.00
80	M-gals.	Sprinkling	5.00	400.00
			Subtotal	$ 55,585.00
			10% Engr. & Cont.	5,558.50
			Total	$ 61,143.50

Type Code X036
Bullards Bridge (Sta. 184+81.42 to 191+87.58) (Contract No. 3317)

All Required		Shoring, Cribbing, Etc.		$ 98,000.00
1,800	cu. yds.	Excavation for Structure	$ 5.00	9,000.00
10	cu. yds.	Excavation Below Elevation Shown	25.00	250.00
1,500	lin. ft.	Furnish Treated Piling	1.80	2,700.00
6,500	lin. ft.	Furnish Untreated Piling	0.70	4,550.00
36	only	Drive Composite Piles	100.00	3,600.00
256	only	Drive Pier Piles	40.00	10,240.00
4.0	M-FBM	Treated Lumber in Place	400.00	1,600.00
530	cu. yds.	Seal Concrete	57.00	30,210.00
1,300	cu. yds.	Class "A" Concrete	57.00	74,100.00
230,000	lbs.	Metal Reinforcement	0.12	27,600.00
510,000	lbs.	Structural Carbon Steel	0.245	124,950.00
435,000	lbs.	Structural Low Alloy Steel	0.245	106,575.00
2,300	sq. ft.	Filled Steel Grid Decking	4.00	9,200.00

All Required	Machinery		$ 42,833.00
All Required	Electrical Equipment		39,000.00
		Subtotal	$584,408.00
		10% Engr. & Cont.	58,440.80
		Total	$642,848.80

Length of Roadway	0.491 mile
Length of Bridge	0.134 mile
Total Length	0.625 mile
Cost per Mile, Roadway	$124,528.51

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 61,143.50	$ 37,955.00	$ 23,188.50
Structure	642,848.80	399,045.00	243,803.80
	$703,992.30	$437,000.00	$266,992.30

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, Laws 1939.
Funds for Maint.: Chap. 529, laws 1939.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

September 8, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S-113(1), Bullards Bridge Section (Coquille River) of The Seven Devils Road have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

RECEIVED
SEP 10 1952
OREGON
STATE HIGHWAY COMMISSION

September 8, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S-113(1), Bullards Bridge Section (Coquille River) of The Seven Devils Road have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
District Engineer

BULLARDS BRIDGE SECTION

Project No. S - 113 (1)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

September 5, 1952

Oregon State Highway Department

Federal Aid Secondary
Project No. S-113 (1)

BULLARDS BRIDGE SECTION (COQUILLE RIVER) OF THE SEVEN DEVILS ROAD IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 5, 1952

Type Code 2010
Roadway (Sta. 177+50 to 210+50)

All Required		Clearing and Grubbing		$ 5,000.00
20	cu. yds.	Structural Excavation, Unclassified	$ 3.00	60.00
90	cu. yds.	Trench Excavation, Unclassified	3.00	270.00
64,000	cu. yds.	General Excavation, Unclassified	0.35	22,400.00
286,000	yd. stas.	Short Overhaul	0.02	5,720.00
2,800	C-yd. stas.	Long Overhaul	0.50	1,400.00
2,500	cu. yds.	Rock Slope Protection	4.50	11,250.00
0.49	mile	Finishing Roadbed and Slopes	1,000.00	490.00
50	lin. ft.	12-inch Concrete Pipe	2.50	125.00
50	lin. ft.	18-inch Concrete Pipe	4.00	200.00
3,800	cu. yds.	Selected Roadbed Topping	1.25	4,750.00
6,700	yd. miles	Hauling Roadbed Topping	0.12	804.00
80	M-gals.	Sprinkling	3.00	240.00
		Subtotal		$ 52,709.00
		10% Engr. & Cont.		5,270.90
		Total		$ 57,979.90

Type Code X036
Bullards Bridge (Sta. 184+81.42 to 191+07.58)

All Required		Shoring, Cribbing, Etc.		$ 90,000.00
1,800	cu. yds.	Excavation for Structure	$ 8.00	14,400.00
10	cu. yds.	Excavation Below Elevation Shown	15.00	150.00
1,500	lin. ft.	Furnish Treated Piling	1.50	2,250.00
6,500	lin. ft.	Furnish Untreated Piling	1.00	6,500.00
36	only	Drive Composite Piles	50.00	1,800.00
256	only	Drive Pier Piles	40.00	10,240.00
4.0	M-FBM	Treated Lumber in Place	300.00	1,200.00
530	cu. yds.	Seal Concrete	40.00	21,200.00
1,300	cu. yds.	Class "A" Concrete	70.00	91,000.00
230,000	lbs.	Metal Reinforcement	0.11	25,300.00
510,000	lbs.	Structural Carbon Steel	0.27	137,700.00

435,000 lbs.	Structural Low Alloy Steel		$ 0.27	$117,450.00
2,300 sq. ft.	Filled Steel Grid Decking		3.50	8,050.00
All Required	Machinery			43,000.00
All Required	Electrical Equipment			45,000.00
		Subtotal		$615,240.00
		10% Engr. & Cont.		61,524.00
		Total		$676,764.00

Length of Roadway	0.491 mile
Length of Bridge	0.134 mile
Total Length	0.625 mile
Cost per mile, Roadway	$118,085.33

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 57,979.90	$ 35,984.00	$ 21,995.90
Structure	676,764.00	420,016.00	256,748.00
	$734,743.90	$456,000.00	$278,743.90

Oregon State Highway Department

Federal Aid Secondary
Project No. S-113 (1)

BULLARDS BRIDGE SECTION (COQUILLE RIVER)
OF THE SEVEN DEVILS ROAD IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 5, 1952

Type Code 2010
Roadway (Sta. 177+50 to 210+50)

All Required		Clearing and Grubbing		$ 5,000.00
20	cu. yds.	Structural Excavation, Unclassified	$ 3.00	60.00
90	cu. yds.	Trench Excavation, Unclassified	3.00	270.00
64,000	cu. yds.	General Excavation, Unclassified	0.35	22,400.00
286,000	yd. sta.	Short Overhaul	0.02	5,720.00
2,800	C-yd. sta.	Long Overhaul	0.50	1,400.00
2,500	cu. yds.	Rock Slope Protection	4.50	11,250.00
0.49	mile	Finishing Roadbed and Slopes	1,000.00	490.00
50	lin. ft.	12-inch Concrete Pipe	2.50	125.00
50	lin. ft.	18-inch Concrete Pipe	4.00	200.00
~~2,800~~	cu. yds.	Selected Roadbed Topping	1.25	3,500.00
49,000	yd. mi.	Hauling Roadbed Topping	0.12	~~5,880.00~~
~~1,000~~	cu. yds.	3/4" - 0 Material in Rock Surfacing	~~6.25~~	~~6,250.00~~
80	M-gals.	Sprinkling	3.00	240.00
		Subtotal		~~$ 62,785.00~~
		10% Engr. & Cont.		~~6,278.50~~
		Total		~~$ 69,063.50~~

Type Code X036
Bullards Bridge (Sta. 184+81.42 to 191+87.58)

All Required		Shoring, Cribbing, Etc.		$ 90,000.00
1,800	cu. yds.	Excavation for Structure	$ 8.00	14,400.00
10	cu. yds.	Excavation Below Elevation Shown	15.00	150.00
1,500	lin. ft.	Furnish Treated Piling	1.50	2,250.00
6,500	lin. ft.	Furnish Untreated Piling	1.00	6,500.00
36	only	Drive Composite Piles	50.00	1,800.00
256	only	Drive Pier Piles	40.00	10,240.00
4.0	M-FBM	Treated Lumber in Place	300.00	1,200.00
530	cu. yds.	Seal Concrete	40.00	21,200.00
1,300	cu. yds.	Class "A" Concrete	70.00	91,000.00

230,000 lbs.	Metal Reinforcement	$ 0.11	$ 25,300.00
510,000 lbs.	Structural Carbon Steel	0.27	137,700.00
435,000 lbs.	Structural Low Alloy Steel	0.27	117,450.00
2,300 sq. ft.	Filled Steel Grid Decking	3.50	8,050.00
All Required	Machinery		43,000.00
All Required	Electrical Equipment		45,000.00
		Subtotal	$615,240.00
		10% Engr. & Cont.	61,524.00
		Total	$676,764.00

Length of Roadway	0.491 mile
Length of Bridge	0.134 mile
Total Length	0.625 mile
Cost per mile, Roadway	$140,658.85

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 69,063.50	$ 42,874.00	$ 26,189.50
Structure	676,764.00	420,126.00	256,638.00
	$745,827.50	$463,000.00	$282,827.50

RECEIVED
FOR FILING

November 28, 1952

Carl M. Halvorson, Inc, Contractor
218 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3817, which was awarded to you on October 20, 1952 by the State Highway Commission, covering the Bullards Ferry Bridge Project over Coquille River on the Seven Devils Highway in Coos County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
FOR FILING

October 22, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: Bullards Bridge
F.A.P. Oregon S-113(1)

Bids for this project were received on September 23, 1952. Carl M. Halvorson, Inc., of Portland, Oregon, was the low bidder with a bid of $639,993. The Highway Commission accepted this bid but withheld award of the contract until such time as certain financial arrangements were completed with Coos County. These financial arrangements were completed to the satisfaction of the Highway Commission on October 20, and the Commission proposes to award the contract to the low bidder as of that date.

May we have your concurrence in the award of this contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

CAG/ds

cc G. S. Paxson

RECEIVED
FEB 9 1953
FOR FILING

AGENDA
NOV 24 1952

4-g

3-11-(1)

October 22, 1952

Carl M. Halvorson, Inc.
218 Builders Exchange Building
Portland, Oregon

Gentlemen:

The State Highway Commission on September 23 accepted your proposal to construct the Bullards Ferry Bridge over the Coquille River in Coos County for the sum of $639,993, and on the same day awarded Contract No. 3817 to you subject to Coos County depositing with the Highway Commission its share of this project in the sum of $300,000. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

md
cc - W. M. Franzwa
R. G. Smith
S. H. Probert
G. S. Paxson
Goldie Lewis

Conf [illegible] 20, 52 ✓

5+C

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		LETTER TELEGRAM	
VICTORY LETTER		SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
October 22, 1952
1:00 p.m.

Carl M. Halvorson, Inc.
218 Builders Exchange Building
Portland, Oregon

The State Highway Commission Monday received satisfaction of condition governing award to you of contract for construction of Bullards Ferry Bridge over Coquille River in Coos County for which you submitted low bid on September 23. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CC: CONFIRMATION
C. W. Head
Accounting (5001-900)
Files

RECEIVED
FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

Files

400 STATE HIGHWAY BLDG.
SALEM, OREGON

[illegible]

3817

October 20, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today, advising that financial arrangements with Coos County have been completed, we hereby concur as of this date in award of Contract No. 3817 for Oregon Project S-113(1), Bullards Bridge Section of The Seven Devils Road, to Carl M. Halvorson, Inc. of Portland, Oregon, low bidder in the amount of $639,993 at the September 23, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
OCT 23 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 21 1952
FOR FILING

[illegible] file

September 25, 1952

County Court of Coos County
Court House
Coquille, Oregon

Gentlemen:

We are enclosing herewith for the records and files of the County of Coos a fully executed copy of a Cooperative Construction Agreement between the State Highway Commission and Coos County covering the Bullard Bridge (Coquille River) Section, FAS 550.

The State Highway Commission has accepted the bid of Carl M. Halvorson, Inc., Portland, and will authorize preparation of contract form when the County has paid the sum of $300,000 as stipulated in the agreement.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

RECEIVED
1952
FOR FILING

S-113(1)

3817

September 25, 1952

Mr. R. H. Baldock

Attached hereto are six copies of a resolution that was adopted by the State Highway Commission at its meeting on July 10, 1952, authorizing the construction of the Bullards Ferry Bridge across the Coquille River upon the Seven Devils County Road in Coos County.

These copies are for handling as you see fit. We have retained the original copy of the resolution for the Commission's records and files and have forwarded certified copies to the Coos County Court and Clerk.

Secretary
OREGON STATE HIGHWAY COMM.

ehr

RECEIVED
1952
FOR FILING

5-11-61

3511

September 25, 1952

Miss Georgianna Vaughn, Clerk
Coos County
Coquille, Oregon

Dear Miss Vaughn:

I am enclosing for your records and files a certified copy of a resolution authorizing the construction of the Bullards Ferry Bridge across the Coquille River upon the Seven Devils County Road in Coos County.

This resolution was adopted by the Oregon State Highway Commission on July 10, 1952.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

RECEIVED
FOR FILING

[illegible]

[illegible]

September 25, 1952

Hon. James W. Harrison, Judge
Coos County Court
Coquille, Oregon

Dear Sir:

I am enclosing for your records and files a certified copy of a resolution authorizing the construction of the Bullards Ferry Bridge across the Coquille River upon the Seven Devils County Road in Coos County.

This resolution was adopted by the Oregon State Highway Commission on July 10, 1952.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

RECEIVED
FOR FILING

3-11

3811

September 25, 1952

Mr. R. H. Baldock

Attached hereto are six copies of a resolution that was adopted by the State Highway Commission at its meeting on July 10, 1952, authorizing the construction of the Bullards Ferry Bridge across the Coquille River upon the Seven Devils County Road in Coos County.

These copies are for handling as you see fit. We have retained the original copy of the resolution for the Commission's records and files and have forwarded certified copies to the Coos County Court and Clerk.

Secretary
OREGON STATE HIGHWAY COMM.

ehr

RECEIVED
1952
FOR FILING

C-113 (1)

3811

Salem, Oregon
September 25, 1952

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto is a conformed copy of a Cooperative Construction Agreement with Coos County covering the Bullard Bridge (Coquille River) Section, FAS 550.

The original of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Coos County.

Yours very truly,

Secretary

[illegible]
Attach: 1

NOTED
J. W. CATTRALL

COOS COUNTY COURT

COQUILLE, OREGON

JAMES W. HARRISON, COUNTY JUDGE
FRED A. KRUSE, COUNTY COMMISSIONER
F. C. TRUE, COUNTY COMMISSIONER

September 16, 1952

RECEIVED
SEP 1 1952
ENGINEER

Oregon State Highway Department
State Highway Building
Salem, Oregon

Attention: John W. Cattrell, Engineer, County & City Relations

Dear Mr. Cattrell:

We have checked over the plans and specifications for the Bullards Bridge (Coquille River) Section, Oregon Project S-113(1), as prepared by the Oregon State Highway Department and we approve of same. We believe this to be an excellent design for that location and we want you to know that we appreciate your wonderful cooperation in making this Project possible.

Very truly yours,
COOS COUNTY COURT

James W Harrison
COunty Judge

Fred A. Kruse
Commissioner

F. C. True
Commissioner

RECEIVED
SEP 17 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

September 16, 1952

113(1)
3817

Fas 113

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The sketch map dated July 1951 for Oregon, FAS-113, Bandon - Bullards Section of the Seven Devils Road in Coos County is approved today.

Very truly yours,

W. H. LYNCH
Division Engineer

By Lee J. Caufield
Lee J. Caufield
Principal Highway Engineer

RECEIVED
SEP 17 1952
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
J. W. CATTRALL

September 9, 1952

NOTED
Harold C. Ayers

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
Salem, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

Herewith four copies each of a maintenance agreement and an encroachment resolution covering the Bullard Bridge (Coquille River) section, Oregon Project S-113(1), on FAS 550 in Coos County.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM
Att.

RECEIVED
1952
FOR FILING

S-113(1)

2817

September 9, 1952

County Court of Coos County
Court House
Coquille, Oregon

Gentlemen:

We are enclosing herewith for the records and files of the County of Coos a fully executed copy of a maintenance agreement between the State Highway Commission and Coos County re the maintenance of the Bullard Bridge (Coquille River) Section, Oregon Project S-113(1) FAS Highway 550.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

NOTED
J. W. CATTRALL

August 29, 1952

Mr. Floyd Robb
Coos County Engineer
Coos County Highway Department
Coquille, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

It is planned to accept bids on the Bullard Bridge Section at the September 22-23 Commission meeting. As this section is to be constructed as a Federal-aid secondary project, execution of a standard form of maintenance agreement and encroachment resolution will be required by the Bureau of Public Roads. Enclosed are seven copies each of the agreement and resolution. It would be appreciated if you will present them to the County Court, have the Court execute all copies with the Clerk attesting, and return seven signed copies of the maintenance agreement and six signed copies of the encroachment resolution to this office. After signature by the Highway Commission a fully executed copy of the agreement will be returned for the County's records. Please mail the signed copies so as to arrive in this office prior to September 8.

An agreement covering the financing of this project will be submitted for execution by the Court at a later date. Also, a copy of the plans and specifications will be forwarded when available.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

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FOR FILING
FORM E-20 25M 3-51 47198

S-113 (1)

3817

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 28, 1952

SUBJECT:

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

Enclosed is a suggested letter to the Legal Department requesting preparation of an agreement with Coos County covering the Bullard Bridge Section.

This letter has been revised to reflect the revision in plans and estimated total cost. The revised costs as obtained from the Road and Bridge Divisions are $70,600 for road work and $719,300 for the structure.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
John F. Hagemann
Assistant Engineer

JFH:MM
Encl.

NOTED
[illegible] Ayers

FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 2[illegible], 1952

SUBJECT: Bullards Ferry Bridge

To: Mr. John W. Cattrall
County & City Relations Engineer
Office

NOTED
J. F. HAGEMAN

Dear Sir:

Our previous estimate of cost of this structure was made on May [illegible], 1952, showing a total of $[illegible]. At the last Highway Commission meeting bids on structural projects were running about ten percent above the bids at previous lettings. It seems advisable to revise the estimate of [illegible]. Our best estimate of cost at present is as follows:

Structural Steel		$[illegible],240.00
Grading and Surfacing		[illegible]2,78[illegible].00
	Net Total	$370,02[illegible].00
Plus 12% Contingencies and Engineering		[illegible].00
	Total	$[illegible]2,7[illegible]0.00

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:cb

cc: W. C. Williams

Legal Depart notified
of revised estimate.
Jack

RECEIVED
AUG 2[illegible] 1952

RECEIVED
FOR FILING

S-113 (1)

3817

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

August 1, 1952

Mr. James Norman
Coos County District Attorney
Coos Bay, Oregon

Dear Mr. Norman:

I have been advised by Mr. H. B. Glaisyer, Secretary for the Commission, that all three members of the Highway Commission have approved the minute entry and the resolution, certified copies of which were forwarded to you with my letter of July 24, 1952, and that the same have been made a part of the official minutes of the Commission.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh

cc - H. B. Glaisyer

re Bullards Bridge
HBG

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JUL [illegible]
FOR FILING

S-113(1)

3817

Salem, Oregon
July 29, 1952

Mr. C. W. Enfield

This note is simply to inform you that I have obtained approval from all three members of the Highway Commission of the minute entry that I prepared covering construction of the Bullards Bridge near Bandon, a certified copy of which I furnished you last week.

Secretary

HBG:ehr

RECEIVED
AUG 1952
FOR FILING

S-11
3217

2141
3037

July 24, 1952

Members of State Highway Commission

Gentlemen:

You will recall that the Commission at its meeting on July 10, 1952 discussed the matter of cooperating with Coos County in the construction of Bullards Bridge near Bandon. The cost of this structure as originally estimated was $600,000, but the present day estimate is $726,940. Coos County in 1950 voted a bond issue in the amount of $300,000 to pay its 50% share of the cost of the structure as originally estimated; the State was to pay the balance. The question arises whether or not in view of the increased cost, the State should contribute all the funds that are necessary in excess of the $300,000 the county is able to furnish. You voted unanimously to assume the excess payments using State and Federal Secondary Highway Funds for the purpose.

Mr. Enfield advised you that the County wants to sell its bonds now but cannot do so unless and until the Highway Commission will take definite action and declare its willingness and intent to assume the excess payment. You stated your willingness to do that and asked him to prepare an appropriate resolution for the record. This has been done, and I enclose a copy of that resolution for your approval. I also enclose a paragraph that has been prepared as a minute entry covering the matter and leading up to the adoption of the resolution. If you approve the minute entry and the resolution as prepared, will you kindly so indicate such approval on the extra copy of this letter which I enclose, and return it to me. Also enclosed is a stamped addressed envelope for your convenience in doing so.

I am informed by Mr. Enfield that the County is quite anxious to commence the proceedings with respect to the sale of the bonds and that a certified copy of the resolution and the minute entry should be in the County's hands by the first of August, so I will appreciate it if I can have your answer by July 30th.

Thanking you kindly, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encls.

I approve the minute entry and resolution as prepared.

Signed ______________________________

I do not approve the minute entry and resolution as prepared.

Signed ______________________________

FORM E-123 37,500 REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

file

July 24, 1952

Members of State Highway Commission

Gentlemen:

You will recall that the Commission at its meeting on July 10, 1952 discussed the matter of cooperating with Coos County in the construction of Bullards Bridge near Bandon. The cost of this structure as originally estimated was $600,000, but the present day estimate is $726,940. Coos County in 1950 voted a bond issue in the amount of $300,000 to pay its 50% share of the cost of the structure as originally estimated; the State was to pay the balance. The question arises whether or not in view of the increased cost, the State should contribute all the funds that are necessary in excess of the $300,000 the county is able to furnish. You voted unanimously to assume the excess payments using State and Federal Secondary Highway Funds for the purpose.

Mr. Enfield advised you that the County wants to sell its bonds now but cannot do so unless and until the Highway Commission will take definite action and declare its willingness and intent to assume the excess payment. You stated your willingness to do that and asked him to prepare an appropriate resolution for the record. This has been done, and I enclose a copy of that resolution for your approval. I also enclose a paragraph that has been prepared as a minute entry covering the matter and leading up to the adoption of the resolution. If you approve the minute entry and the resolution as prepared, will you kindly so indicate such approval on the extra copy of this letter which I enclose, and return it to me. Also enclosed is a stamped addressed envelope for your convenience in doing so.

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Thanking you kindly, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encls.

I approve the minute entry and resolution as prepared.

Signed ____________________________

I do not approve the minute entry and resolution as prepared.

Signed ____________________________

RECEIVED
JUL 29 1952
OREGON
STATE HIGHWAY COMMISSION

FORM E-123X . 25M 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

July 24, 195

Members of State Highway Commission

Gentlemen:

You will recall that the Commission at its meeting on July 10, 1952 discussed the matter of cooperating with Coos County in the construction of Bullards Bridge near Bandon. The cost of this structure as originally estimated was $600,000, but the present day estimate is $7[illegible]6,940. Coos County in 1950 voted a bond issue in the amount of $300,000 to pay its 50% share of the cost of the structure as originally estimated; the State was to pay the balance. The question arises whether or not in view of the increased cost, the State should contribute all the funds that are necessary in excess of the $300,000 the county is able to furnish. You voted unanimously to assume the excess payments using State and Federal Secondary Highway Funds for the purpose.

Mr. Enfield advised you that the County wants to sell its bonds now but cannot do so unless and until the Highway Commission will take definite action and declare its willingness and intent to assume the excess payment. You stated your willingness to do that and asked him to prepare an appropriate resolution for the record. This has been done, and I enclose a copy of that resolution for your approval. I also enclose a paragraph that has been prepared as a minute entry covering the matter and leading up to the adoption of the resolution. If you approve the minute entry and the resolution as prepared, will you kindly so indicate such approval on the extra copy of this letter which I enclose, and return it to me. Also enclosed is a stamped addressed envelope for your convenience in doing so.

I am informed by Mr. Enfield that the County is quite anxious to commence the proceedings with respect to the sale of the bonds and that a certified copy of the resolution and the minute entry should be in the County's hands by the first of August, so I will appreciate it if I can have your answer by July 30th.

Thanking you kindly, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encls.

I approve the minute entry and resolution as prepared.

Signed Chas H Reynolds

I do not approve the minute entry and resolution as prepared.

Signed ______________________

It is my understanding that the allocation of County funds will be equalized so far as Coos County is concerned, taking into consideration this amount of money advanced for this particular bridge project.

Chas H Reynolds

FORM E-122X. 25M 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

July 24, 1952

Members of State Highway Commission

Gentlemen:

You will recall that the Commission at its meeting on July 10, 1952 discussed the matter of cooperating with Coos County in the construction of Bullards Bridge near Bandon. The cost of this structure as originally estimated was $600,000, but the present day estimate is $726,940. Coos County in 1950 voted a bond issue in the amount of $300,000 to pay its 50% share of the cost of the structure as originally estimated; the State was to pay the balance. The question arises whether or not in view of the increased cost, the State should contribute all the funds that are necessary in excess of the $300,000 the county is able to furnish. You voted unanimously to assume the excess payments using State and Federal Secondary Highway Funds for the purpose.

Mr. Enfield advised you that the County wants to sell its bonds now but cannot do so unless and until the Highway Commission will take definite action and declare its willingness and intent to assume the excess payment. You stated your willingness to do that and asked him to prepare an appropriate resolution for the record. This has been done, and I enclose a copy of that resolution for your approval. I also enclose a paragraph that has been prepared as a minute entry covering the matter and leading up to the adoption of the resolution. If you approve the minute entry and the resolution as prepared, will you kindly so indicate such approval on the extra copy of this letter which I enclose, and return it to me. Also enclosed is a stamped addressed envelope for your convenience in doing so.

I am informed by Mr. Enfield that the County is quite anxious to commence the proceedings with respect to the sale of the bonds and that a certified copy of the resolution and the minute entry should be in the County's hands by the first of August, so I will appreciate it if I can have your answer by July 30th.

Thanking you kindly, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encls.

I approve the minute entry and resolution as prepared.

Signed ______________________

I do not approve the minute entry and resolution as prepared.

Signed ______________________

RECEIVED
1952
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. MCIVER, MEMBER
Portland

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 3, 1952

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
225 S. W. Broadway
Portland 5, Oregon

NOTED
W. C. WILLIAMS

Gentlemen:

The Highway Commission in 1948 made an informal oral agreement with the County Court of Coos County, the general terms of which agreement appear in the minutes of the Commission, for the State and the County to cooperate in the construction of a bridge across the Coquille River on a county road at Bullards.

At its meeting on May 25, 1948, the Commission unanimously voted to pay fifty per cent of the total cost of this bridge, provided that such total cost does not exceed $600,000.00, and provided further that the State's contribution shall be limited to the construction of the bridge only, and the State shall not participate in the cost of construction of approach roads leading to the bridge, and further that the Commission's action in agreeing to cooperate in the bridge construction will not be considered in any way as a commitment or obligation on the part of the Commission to designate or construct a state highway leading to the bridge. The minutes of this meeting further indicate that the Commission contemplated advancing to the County its share of the cost of construction, and that the County should reimburse the State for the County's share in the amount of $30,000.00 annually.

At the meeting of the Commission on June 28, 1948, the Highway Engineer reported that he had made a recheck of the cost estimates of the bridge pursuant to the Commission's instructions, and advised that the bridge and the approaches thereto could be built well within the earlier estimate of $600,000.00, provided that there are no further increases in the costs of material and labor. The Engineer estimated the structure to cost $526,000.00 and the approaches $56,000.00. At this meeting the Commission voted unanimously to withdraw its offer to the Coos County Court for the immediate construction of the Bullards Bridge because of the additional burden placed upon the highway funds by reason of the Columbia River flood and the reconstruction of the Oregon Coast Highway between Coquille and Coos Bay, and the probable necessity of having to replace the Enegren Ferry with a bridge.

At the meeting of the Commission held on April 3, 1950, Commissioner Chandler reported that there was to be placed on the ballot at the primary election in May, 1950, a measure authorizing the issuance of bonds to pay for the County's share of the cost of constructing the Bullards Bridge. At this meeting the Commission voted unanimously to proceed with the construction of the bridge on the basis of the previous offer that the County will contribute in cash fifty per cent of the cost involved, which cash would be available to the County if the bond issue be approved.

Subsequent to this last action taken by the Commission in April of 1950 the people of Coos County voted in favor of the bond issue; however, the bonds have not yet been sold and no further action has been taken with respect to the construction of the bridge.

Since the making of estimates of cost in 1948, the estimated cost of the bridge and approaches has increased from $600,000.00 to $726,940.00. The County by the bond measure voted upon by the people has authority to sell bonds for the construction of this bridge in the amount of $300,000.00 only, upon the condition that the State Highway Commission pay all costs of the structure and the approaches in excess of the sum of $300.00. Of course at the time this bond issue was voted upon $300,000.00 was the estimated amount of the County's contribution; however, because of increased costs of materials and labor since that date, the total cost of the structure and approaches has increased, thereby resulting in the cash in the sum of $300,000.00 that will be made available to the County by the sale of the bonds being less than fifty per cent of the total cost, which fifty per cent must be provided by the County according to the original agreement, as reflected in the Commission's minutes.

I understand that the Commission is willing to proceed with the construction of this bridge by the County paying the sum of $300,000.00 and the State paying all of the costs of both the bridge and the approaches thereto in excess of $300,000.00, and if this change from the original agreement is agreeable to the Commission, official action should be taken on this matter and a record of such action made a part of the minutes of the Commission so that certified copies of such minutes may be made available to bond buyers and the bond attorney, who will be called upon to prepare an opinion as to the legality of the bond sale to be made by the County, since the sale of the bonds is for the construction of the Bullards Bridge only, and since the sale is conditioned upon the State paying all costs of the bridge and approaches in excess of the sum of $300,000.00.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - W. C. Williams
H. B. Glaisyer
G. S. Paxson

RESOLUTION

WHEREAS, the Seven Devils Road leading from the City of Prosper in a Northerly direction across the Coquille River to the City of Charleston in Coos County, Oregon, is a county road under the control and jurisdiction of Coos County; and

WHEREAS, heretofore at its meeting held April 3, 1950, the State Highway Commission agreed to assist Coos County in the construction of a bridge upon said Highway across said River by paying one-half of the cost of said bridge up to the maximum of $300,000; and

WHEREAS, in reliance upon said action of the State Highway Commission and in reliance upon estimates that the cost of constructing said bridge would not exceed $600,000, Coos County placed upon the ballot at the primary election held in May 1950, a measure authorizing the issuance of bonds in the amount of $300,000 for the construction of said bridge, which measure was approved by the voters of Coos County; and

WHEREAS, since the time when the cost of constructing said bridge was estimated at $600,000 said estimated cost has increased due to the increased cost of labor and materials; and

WHEREAS, the State Highway Commission has given due and careful consideration to the matter based upon the reports and recommendations of the Chief Highway Engineer, and based upon knowledge of the needs of the traveling public and the State as a whole;

NOW, THEREFORE, BE IT AND IT HEREBY RESOLVED AND ORDERED by this Commission, all its members being present and voting affirmatively as follows:

1. That the welfare of the State and the traveling public will be best served by the construction of a bridge together with necessary approaches, to be known as and designated as the Bullards Ferry Bridge, across the Coquille River upon the Seven Devils County Road according to plans and specifications heretofore made and presently on file in the offices of the State Highway Commission in Salem.

2. That upon the condition that Coos County shall pay to the State toward the cost of constructing said bridge and approaches the sum of $300,000, the State Highway Commission shall in the usual and ordinary manner call for competitive bids, let a contract or contracts, and supervise the construction of said Bullards Ferry Bridge and the approaches thereto, and shall pay all costs thereof in excess of $300,000 out of the State Highway Fund and such Federal funds as may be available.

3. That Coos County shall deposit with the State Highway Commission the sum of $300,000 as its share of the cost of said project before the Highway Commission shall call for bids or let contracts therefor.

4. That the construction of said bridge and approaches as above set forth shall not be deemed or considered a commitment or obligation on the part of the Commission to designate or construct a State Highway leading to the said Bridge.

5. That the Secretary be and hereby is instructed to furnish the County Court of Coos County with a duly certified copy of this Resolution.

6. That this Resolution be entered in the Minutes and Records of the Commission as of the 10th day of July, 1952.

RM:jb
7-22-52

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JU
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

S-113(1)

3-17

June 10, 1952

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The following is quoted for your information from Acting Commissioner Hilts' May 29, 1952 memorandum to our Western Headquarters:

> "In accordance with the recommendation in your memorandum of May 22, 1952, the addition to the program of Item 149, Project S-113(1) as described in the ninth supplemental program submitted with your memorandum July 24, 1951, with an increase in total estimated cost from $690,000 to $726,940, is approved effective May 29, 1952.
>
> This project was submitted as a part of the ninth supplemental program but approval was held in abeyance in our memorandum of August 7, 1951, in accordance with your recommendation pending further consideration of the economic justification of the project, in view of the low volume of traffic involved and the critical materials which would be required. In view of your comment that steel will probably be available for the construction of the bridge and that the project is economically justified on the basis of savings in lumber haul, we are considering this project as being satisfactory for inclusion in the program.
>
> We note the Federal participation for this project is less than the pro rata, although it is in a substantial amount. Approval of this project is accordingly given with the understanding that prior to start of work or concurrence in award of contract a request will be submitted and approved increasing the Federal funds to the full pro rata or the State agrees to accept the present Federal financing as a firm commitment.
>
> The Division Engineer's comment is noted that this project has been selected in cooperation with appropriate local officials and that it meets the criteria for approval of construction projects."

Please note the condition relative increasing the Federal funds to the full pro rata or provision of an agreement to accept the present Federal financing as a firm commitment.

Very truly yours,

Polk

C. G. POLK
District Engineer

RECEIVED
JUN 10 1952
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING
S-11[illegible]
[illegible]

May 8, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: Bullards Ferry Bridge
FA No. S-113(1)

This is in reply to your letter of May 6. The revised estimate of cost reflecting prices which should be received under present conditions is:

Structure	$561,670
Grading, surfacing and 0-11 oil	84,500
Net Total	$646,170
Plus 12½ percent for cont. and engr.	80,770
Total	$726,940

The structure is estimated to require 500 tons of structural steel and 113 tons of metal reinforcement, totaling 613 tons. Additional costs over and above those shown in the original program request will be provided for from unprogrammed balances in the Federal-aid Secondary funds.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

GSP:gm
cc G. S. Paxson

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FOR FILING
FORM E-90 25M 6-51 49718

S-11(1)

3817

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
April 4, 1952

SUBJECT:

To:

2861

Mr. W. C. Williams
Asst. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

I note that in our program we are carrying the road approaches to the Bullards Ferry Bridge as a part of the project. In looking back over the files, I find a minute entry in the April 3, 1950 minutes which contains the following from a report made to the Commission by Mr. Chandler: "This bridge, he said, is on a county road and the Commission's previous offer carried with it an understanding that the State would not be asked to contribute any funds whatsoever to construct approaches to the bridge or to improve the county road."

In view of this, I wonder whether we should include the road approaches in our contract, or even show it in the project setup.

Very truly yours,

G S Paxson
G. S. Paxson
Bridge Engineer

Answered verbally.
construct approaches –
no work on county road.

GSP:gm

cc S. H. Probert

RECEIVED
APR 4 1952
OFFICE OF
STATE HIGHWAY ENGINEER

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BU APR 7 1952
FOR FILING

April 2, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: Bullards Bridge
F. A. No. S-113(1)

Reference is made to your letter of March 19 relative to economic justification of the Bullards Bridge over the Coquille River near Bandon in Coos County.

At present there is no bridge across the Coquille River from the City of Coquille to the mouth of the river at Bandon, a distance of 17 miles. Between Coquille and Bandon the only public crossings of the river are a county-operated ferry at Riverton, 11 miles above Bandon, and the Bullards Ferry, which this project is to replace. The ferry now operating at Bullards is a barge operated by a cable across the river, and loads in excess of 4 tons are not allowed. The present ferry was built in 1936 and has but a few years' life left in it at best.

Under these load restrictions the present ferry carried 47,448 vehicles and 120,869 passengers in the 12 months' period from June 25, 1950 to June 25, 1951. The load limit precludes any commercial hauling other than by small pickup trucks.

The present ferry and the proposed bridge connect the Oregon Coast Highway with the area north of the river. Considerable industrial development is now taking place in this area. The county road system is in fair condition north of the river with the exception of a two-mile section. When the bridge is built, Coos County proposes to improve this section to provide an all-weather road from Bandon to a connection with the Cape Arago Secondary Highway near Charleston. There is in excess of 75,000,000 F.B.M. of lumber produced annually at Bandon that is now hauled to Empire for shipment by way of Coquille and North Bend. This project and the county road improvement will provide a route 13 miles shorter. The pulp mill at Empire gets some of its logs south of Bandon. An equal saving in haul would be made by this traffic. The chromite sand mine north of Bandon is to be developed and would haul approximately 200 tons per day into Bandon. The saving in distance would also attract considerable travel now using US101.

Our traffic survey shows that the completed project would have diverted and generated 154 vehicles per day in 1951, increasing the A.D.T. as of that year to 284. The normal increase will bring this to 400 vehicles in 1965.

Besides being inadequate in load-carrying capacity the present ferry is out of operation approximately 20 days per year due to rough water and mechanical trouble. The present inadequate service is such a severe handicap to the adjoining territory that Coos County has agreed to finance one-half the cost with county funds and on May 19, 1950, authorized a bond issue for this purpose.

The Oregon Coast Highway (US101) is occasionally closed to traffic near Coquille by high water and at other points by slides. This project and the road improvement which the county will do will provide a practical by-pass route from Bandon to North Bend.

This project requires approximately 500 tons of structural steel and for this reason has necessarily been deferred during the steel shortage. Recent allotments of structural steel are sufficient to cover the project in a reasonable period.

The State Highway Commission considered this matter at its meeting on April 3, 1950, and viewed it as an economically justifiable project,and agreed to proceed on the basis of the county contributing 50 percent of the cost. Your approval of the project for the FAS program is requested.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm

cc G. S. Paxson
S. H. Probert

9811

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

March 19, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Under date of September 25, 1951, we advised you of the qualified approval of the Ninth Supplemental Federal Aid Secondary Highway Program.

Our letter advised, in effect, that approval of Item 149, Project S-113(1), Bullards Bridge, was being held in abeyance pending further consideration of the economic justification of the project in view of the low volume of traffic involved and the critical materials which would be required.

We are calling this program item deferment to your attention under the belief that you have overlooked the economic justification requirement as a prerequisite to full approval.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

Item 149

NOTED
W. C. WILLIAMS

RECEIVED [illegible]

RECEIVED
NOV [illegible] 1951
FOR FILING

[illegible]
Bridges
3817

[illegible]
[illegible]

November 26, 1951

Mr. Geo. E. Murphy
Managing Partner
Coast Minerals Co.
Bandon, Oregon

Dear Mr. Murphy:

I have been requested by Mr. Ben R. Chandler, Chairman of the State Highway Commission to acknowledge your letter of November 6, 1951 directed to the State Highway Commission, in which you give reasons for the early construction of the proposed bridge across the Coquille River at Bullards.

In checking the files, I find that an identical letter was received in this office on November 13, 1951, and reply thereto was made on November 20 by Mr. Williams, Assistant State Highway Engineer. Mr. Williams' letter states clearly why the bridge has not been constructed. The situation since then has not altered, so there is no further information that I can give you.

I am also forwarding a copy of your letter to the other commissioners.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

cc: Commissioners
R. H. Baldock

November 20, 1951

Coast Minerals Co.
Bandon, Oregon

Attention: Mr. Geo. E. Murphy

Gentlemen:

This is with reference to your letter of November 6, concerning the proposed bridge at Bullards Ferry.

Our design for this structure is complete, and, had it not been for the shortage of structural steel, the project would have been under contract before this. Under the present allocation of steel, however, the total amount which we receive for all bridges in the entire State in a year would not cover the requirements of this one structure. For this reason we are not able to put the project under contract, and until the steel situation clears up, do not see how we can do so.

The total traffic over the bridge is relatively minor, in comparison with the traffic over badly needed structures over the main line highways of the State. For this reason the Federal authorities have not as yet seen fit to classify this as an essential project, under present conditions, and until such classification is made, we would not be permitted to start its construction.

We realize the importance of the structure to the locality and assure you that as soon as it is at all possible we will proceed to take bids on the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

GSP:gm
cc G. S. Paxson

ASSIGNMENT

No. 3037
By

Date: November 16, 1951

Description: Geo. E. Murphy's letter of November 6 regarding need for Bullards Bridge (Coast Minerals Company)

Acknowledged by _ _ _ _ _ Referred to _ Paxson ✓ _ _ _ _ _ _ _ _ _ _

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
xxx Please prepare for _ Mr. Williams' _ _ _ _ _ _ _ _ _ _ signature

Assignment executed _ _ _ _ _ _ Report received _ _ _ _ _ _ _ _

Remarks: [illegible]

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

COAST MINERALS CO.
OREG., LTD.

GENERAL OFFICE:
311 LUMBERMEN'S BUILDING
PORTLAND, ORE.

PLANT OFFICE:
BANDON, OREGON

Nov. 6, 1951

State Highway Commission
Salem, Oregon

Gentlemen:

Our own mining project under construction on the Seven Devils Road, six miles North of Bandon, should merit consideration in connection with the serious need of this bridge.

Our plant is nearing completion for the first step in our mining and mineral recovery. Within sixty days we will have an investment in plant and equipment close to a quarter of a million dollars. Our next step will involve about double this amount.

Critical minerals mined, separated and delivered will be -

Monazite, Platinum, Chromite, Ilmenite and Zircon.

Tonnage to move will be in excess of 200 tons per day that cannot be handled by the present ferry, and only, if at all, at excessive cost over the North Bank road with its low capacity bridges and inadequate road.

Principals in this operation are now operating properties near Boise, Idaho in large tonnage separation of similar critical minerals.

This project is adequately financed through private sources. Nationally known interests are committed to join in further substantial plants for use of our mineral output when available and when transportation facilities permit.

Your new bridge would give great impetus to both production and large scale processing to their end product right in this vicinity of these much needed minerals that we are preparing to produce.

NOTED
H. B. GLAISYER

We invite inspection of present facilities and discussion of plans, and we do urge the earliest possible allocation of bridge materials.

Respectfully submitted,

COAST MINERALS CO.

By Geo E Murphy
Geo. E. Murphy
Managing Partner

GEM:rs

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FOR FILING

5-11
3511

October 23, 1951

Honorable James W. Harrison
County Judge of Coos County
Court House
Coquille, Oregon

Dear Judge Harrison:

You have a copy of a letter addressed to Mr. Baldock by Ralph T. Moore having reference to status of the Bullards bridge. I am replying to Mr. Moore's letter for Mr. Baldock, as he is out of the state for some three weeks time.

There is no definite information we can now give as to when the Bullards bridge project can be undertaken. Due to the existing critical shortage of structural steel, there is no possibility of getting federal approval for the Bullards bridge in the immediate future. At the present time we are unable to complete several bridges for which contracts were let long ago, by reason of the steel shortage.

Perhaps by mid 1952 or some time later the steel situation will have crystalized to the point where we may be able to determine when the Bullards project might get underway.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me

cc Mr. Ralph T. Moore
Moore Mill & Lumber Company
Bandon, Oregon

MOORE MILL & LUMBER CO.
MANUFACTURERS OF
PACIFIC COAST LUMBER PRODUCTS
Bandon, Oregon

3-11-311
2217

19 October 1951

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

[illegible]
W. C. WILLIAMS

Dear Sam:

Agreements Contingent Upon Delays Beyond Our Control. Orders Subject to Approval of Home Office. Quotations Subject to Previous Sale, Advance in Freight Rates, or Change Without Notice. All Federal Taxes for Buyer's Account.

There is much concern in Coquille valley over delay in launching construction of the Bullards bridge.

I understand the County Court now faces a serious dilemma in the further maintenance of the Bullards ferry because of equipment depreciation to the point of practical uselessness. They are naturally reluctant to spend the substantial sums necessary to bring the ferry equipment back to standard and yet protracted delay on the bridge will eventually force their hand. The ferry service will simply have to be kept going until the bridge is completed even if it means spending large amounts of tax monies for a very limited purpose.

I have also noted rather alarming statements made at National Safety Congress in Chicago relative to the general highway situation over the nation. Federal Bureau of Public Roads has said that it faces shortages that will impose the most devastating depreciation and obsolescence yet experienced on our main arterials. Highway bridges, badly needed for accomodation of ever increasing traffic volumes were said to be meeting enforced delays because of steel restrictions. I believe that Oregon was said to have five major bridges now under such delay. I presume that one of them is the Bullards bridge.

Under these circumstances I can understand how prospects for the early building of the Bullards bridge are not bright. And I also am well aware that your office can offer little by way of pertinent advice to help our County Court solve the Bullards ferry problem.

But may I suggest a letter to our County Court setting forth the exact status of the Bullards project at present and giving, if possible, some idea of what your office proposes to do if and when the steel restrictions are eased. It would help a great deal if the local public could be assured that the thing is set and now awaits the federal go-ahead signal.

I think the people understand and appreciate the handicaps under which your office is now forced to work. They need only be assured that the Bullards project has not been forgotten but holds its' status in your general program.

In closing let me say again that your help and advice during the work of Highway Interim Committee was most appreciated. I feel both well educated and well chastened in state highway matters and shall devote my limited powers to the promotion of your general highway program hereafter.

Sincerely,

Ralph T. Moore

CC: To:
Judge James W. Harrison
Court House
Coquille, Oregon

D. H. Miller, Sr.
Moore Mill & Lumber Co.
Bandon, Oregon

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OCT [illegible] 1951
FOR FILING
5-11 [illegible]
[illegible]
3/1

October 18, 1951

Mr. C. Wylie Smith, Vice President
Coos Head Timber Company
P. O. Box 750
Coos Bay, Oregon

Dear Sir:

It is rather difficult to reply to your letter of October 16 asking for information relative to construction of a bridge across the Coquille River at Bullards, for the reason that we are unable ourselves to determine when this project might be undertaken.

This bridge will require a large amount of structural steel, and the allocation of structural steel to the State of Oregon during the present emergency is almost negligible in quantity. We have bridges that were started a year or more ago wherein the piers, et cetera, are standing, awaiting structural steel with which to complete the various structures. From present indications the amount of steel that can be acquired during 1952 will hardly be sufficient to complete bridges on which contracts have already been awarded, with small chance of starting a new major project such as the Bullards bridge.

It is my belief that it will be at least midyear of 1952 before we can formulate any idea as to when the Bullards bridge might be undertaken.

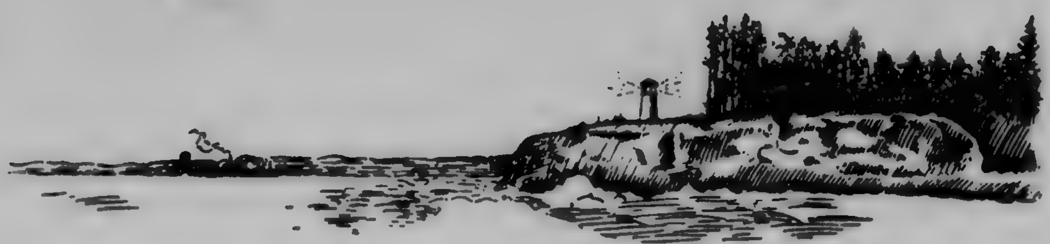
Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me

cc Mr. Ben R. Chandler

[illegible]
2317



COOS HEAD TIMBER COMPANY
Manufacturers of West Coast Forest Products
P. O. BOX 750
COOS BAY, OREGON

NOTED
W. C. WILLIAMS

October 16, 1951

State Highway Commission
Salem, Oregon

Attention: Mr. R. H. Baldock, Highway Engineer

Gentlemen:

We have been watching, with a great deal of interest, the development of the plans for a bridge across the Coquille River at Bullards. We have not seen any information regarding the bridge in recent weeks and we are writing to inquire as to the present status of the plans for construction.

Our company has timber holdings in Curry County and, of course, there will be a very material saving to us on the transportation of the logs to our plant in Empire when it is possible to use the bridge at Bullards. In addition to the trucking of logs, we also will be trucking lumber from Curry County for shipment over our dock at Empire.

The numerous advantages which would result from having a bridge at Bullards, such as an alternate route during periods of high water in the Coquille flat area, the relieving of heavy traffic over the inadequate bridge across the river in Coquille and also possible military use, has all, no doubt, been presented to the federal authorities in connection with an effort to obtain the steel required for the bridge construction.

Our company is just one of the numerous industries in this general area which would find that their operations would be materially facilitated through the use of the bridge at Bullards. We should appreciate knowing if there is anything which we could do, along with the other industries in this area, which might be of assistance in expediting the construction of the bridge. We shall appreciate hearing from you in this connection.

Sincerely yours
COOS HEAD TIMBER COMPANY

C. Wylie Smith

C. Wylie Smith
Vice President

CWS/ojm
cc: Mr. Ben R. Chandler
cc: Mr. Fred Kruse

FORM L-123X 25M 8-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

October 8, 1951

Coos County Court

Coquille, Oregon

Hwy 241
Coos Co

RECEIVED
OCT 11 1951
ENGINEER
COUNTY [illegible]

Gentlemen:

The Federal Aid Highway Act of 1950 provides that projects to be constructed with Federal Aid Secondary funds shall be selected by "the state highway department and the appropriate local officials in cooperation with each other." The Oregon State Highway Commission has selected the following projects in Coos County for construction from the Federal Aid Secondary fund as indicated.

FEDERAL FISCAL YEAR 1952 FUND

1. County Road (FAS 550) - Bullards Bridge over Coquille River. (County to contribute $300,000)	$600,000

FEDERAL FISCAL YEAR 1953 FUND

1. Coos River State Highway (FAS 262) - Catching Slough-Enegren Ferry, grade and surface. (Connection to Bridge) Proj. completed Dec 6, 1952	$200,000

Hwy 241

If the Coos County Court concurs in the selection of the above projects, please indicate so by signing the second copy of this letter in the space provided and returning same to this office.

It would be appreciated if the Court will give this matter its immediate attention so that we may proceed with the surveys and preparation of plans and specifications.

Very truly yours,

R. H. Baldock
State Highway Engineer

RECEIVED
OCT 11 1951
OREGON
STATE HIGHWAY COMMISSION

By: John W. Cattrall
Engineer, County and City Relations

COUNTY COURT OF COOS COUNTY

Date October 10, 1951

Judge

Fred A. Kruse
Commissioner

Commissioner

Date: **August 16, 1951** ASSIGNMENT

No. 276
By Z

Description: **Mr. Polk's letter of August 15 re proposed Project S-113 (1), Item 149 of Oregon's ninth supplemental postwar FAS program, which he states does not appear to be economically justifiable**

Acknowledged by ----- Referred to ---**Paxson**✓----------

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ---------------------- signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed 4-3-52 Report received --------

Remarks: **Please prepare letter of justification--check with Libby as to economic benefits.**
WCW

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

DISTRICT
MONTANA
OREGON
IDAHO
WASH[illegible]

P. O. BOX 3900
PORTLAND 8, OREGON

REFERRED TO
Williams,
[illegible]

August 15, 1951

[illegible]
W. C. WILLIAMS
[illegible]

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The proposed Project S-113(1), Item 149 of Oregon's ninth supplemental postwar FAS Highway Program does not appear to be economically justifiable because of its rather high cost in relation to traffic service it would accommodate, i.e., 130 vehicles per day. It appears that the ferry with slips, etc., can be reconditioned for approximately $35,000 and operated for about $20,000 per year.

Our Western Headquarters considers that a ferry should be adequate for this light traffic, notwithstanding occasional periods (20+ days per year) when it may be out of service.

Your letter of July 12 indicates this structure "will fit into any future route of the Coast Highway leading from Coos Bay or North Bend to Bandon" which suggests that a bridge at this point may eventually be justified.

If the new bridge could be demonstrated as justifiable on a cost-benefit or other sound economic basis, it is indicated that further consideration could be given to the item.

We would like to have supporting data which might indicate whether the proposed bridge is economically sound; information as to when the route from Bandon via Charleston to North Bend and Coos Bay might be completed; adjusted traffic volumes in that case; service to log and lumber products, chrome and other commercial haulage, etc., which might materialize from such a Coast Highway relocation.

This item is presently in a deferred status pending clarification of this phase.

Very truly yours,

CGPolk
C. G. POLK
Acting District Engineer

J. W. CATTRALL

NOTED
J. W. CATTRALL

Salem, Oregon
July 18, 1951

Mr. Forrest Cooper
Right of Way Engineer

I am returning herewith real estate options, file numbers 17415, 17416, 17417, and 17419, which cover the right of way in connection with the Bullards Bridge project in Coos County. These options have all been secured by the County Court and this completes all the right of way requirements on this project.

John W. Cattrall
Engineer, County and City Relations

JWC:MM
Att.

NOTED
J. W. CATTRALL

June 27, 1951

Mr. J. Arthur Berg
Attorney At Law
Ellingsen Building
Coquille, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

Reference is made to your letter of June 18 with enclosed warranty deed in connection with right of way needed in the construction of the Bullards Bridge in Coos County.

Your letter and deed were referred to our Right of Way Department and they have, after investigation, prepared a revised option form for execution by the Port of Bandon only. The revised option form is being forwarded to the Coos County Engineer as of this date.

We are returning the warranty deed which you forwarded as an enclosure with this letter.

Thank you for calling this matter to our attention.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

NOTED
Harold C. Ayers

June 27, 1951

Mr. Floyd Robb
Coos County Engineer
Coquille, Oregon

Dear Sir:

Enclosed are four copies of a revised option form, file number 17417, covering property to be acquired from the Port of Bandon in connection with the Bullards Bridge section of the Seven Devils County Road. This option replaces the original options, file numbers 17417 and 17418, in accordance with information furnished by Mr. J. Arthur Berg, Attorney for the Port of Bandon.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

cc: Mr. J. Arthur Berg
Attorney at Law
Coquille, Oregon

NOTED
Harold C. Ayers

J. ARTHUR BERG
ATTORNEY AT LAW
ELLINGSEN BUILDING
COQUILLE, OREGON

June 18, 1951

RECEIVED
JUN 19 1951
ENGINEER
COUNTY & CITY RELATIONS

State Highway Commission
Salem, Oregon

Attention: Mr. John W. Cattrall

Gentlemen:

Your letter of June 13 to Mr. Floyd Robb, Coos County Engineer, has been handed to me for attention. This matter concerns your drawing No. 7B69 in connection with the Bullards Bridge route.

There is one option from the Robert Dollar Company and also one from the Port of Bandon. Being unable to trace these descriptions on the map, I am enclosing herewith a deed which has been recorded from the Robert Dollar Company to the Port of Bandon, which may effect your options.

It is my understanding that this deed takes in the property which formerly belonged to the Robert Dollar Company and which you are wanting to procure for right of way purposes. If this is true, the new option should come from the Port of Bandon alone. If you find that the deed does not cover all of the property, then, of course, it will be necessary to get signatures from the Robert Dollar Company.

It would be appreciated if you would check these matters again and then advise me whether or not I am correct, and forward any additional papers to me for signatures.

I am attorney for the Port of Bandon. Hence my letter in connection with this matter. When you are through with the deed enclosed will you please return it to me for my files.

Respectfully yours,

J. Arthur Berg

RECEIVED
JUN 19 1951
OREGON
STATE HIGHWAY COMMISSION

JAB:M.
Encl.

FORM E-30 25M 3-51 47196

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 26, 1951

SUBJECT: Files No. 17417 and 17418
Bullards Ferry Section
Seven Devils Highway

To: John [illegible]. Cattrall
County and City Relations Engineer
[illegible]

Dear Mr. Cattrall:

Herewith are [illegible] of revised option forms covering property to be acquired from the Port of Bandon in connection with the Bullards Ferry Section of the Seven Devils county road.

In accordance with Mr. J. Arthur Berg's letter to you the revised description includes the entire file 17417 for Port of Bandon and 17418, Robert Dollar Company.

We are returning to you Mr. Berg's letter dated June [illegible], 1951, and the deed from Robert Dollar Company to Port of Bandon.

Very truly yours,

J. M. [illegible]

By Earl F Saling
Earl F. Saling

EFS:je
Encl.

RECEIVED
JUN 27 1951
ENGINEER
COUNTY & CITY RELATIONS

NOTED
J. W. CATTRALL

June 13, 1951

Mr. Floyd Robb
Coos County Engineer
Coquille, Oregon

Dear Mr. Robb:

I hand you herewith five option forms in quadruplicate covering the acquisition of the right of way in connection with the Bullards bridge project -- also one print of our Drawing 7B69.

It will be appreciated if you will forward me a copy of the executed option or a copy of the deed when these transactions have been closed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JWC:MM
Encl.

NOTED
J. W. CATTRALL

June 13, 1951

Mr. Floyd Robb
Coos County Engineer
Coquille, Oregon

Dear Mr. Robb:

I hand you herewith five option forms in quadruplicate covering the acquisition of the right of way in connection with the Bullards bridge project -- also one print of our Drawing 7B69.

It will be appreciated if you will forward me a copy of the executed option or a copy of the deed when these transactions have been closed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JWC:MM
Encl.

NOTED
J. W. CATTRALL

June 11, 1951

Mr. Floyd Robb
Coos County Engineer
Coquille, Oregon

Dear Mr. Robb:

I plan to be in Coquille on the morning of June 14 and will contact you regarding the right of way for the Bullards bridge project. I will have with me all the necessary descriptions and real estate options. I have asked Mr. Norlin, our Right of Way Agent in Roseburg, to be present to answer any questions that the county may have in connection with these acquisitions.

Very truly yours,

R. H. Baldock
State Highway Engineer

NOTED
J. F. HAGEMANN

By: John W. Cattrall
Engineer, County and City Relations

JWC:MM

NOTED
Harold C. Ayers

FORM E-20 25M 5-50 42200

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

May 25, 1951
Salem, Oregon

SUBJECT: Bullards Ferry Section
Seven Devils County Road
Coos County

To: John W. Cattrall
County and City Relations Engineer
State Highway Dept.
Salem, Oregon

Dear Sir:

Attached hereto are option forms in quadruplicate for Coos County to acquire the right of way on the Bullards Ferry Section of the Seven Devils County Road in Coos County.

The State Highway Commission proposes to award a contract for all or part of this construction at the July Commission meeting. Will you please ask the County to give us a copy of the executed option~~s~~ or a copy of the deed ~~to take with them~~ they, when they close the transaction.

You will note there is a restriction of access clause on each of these option forms, to be executed at the time that the option is signed. Mr. Devers has suggested this means of taking control of access on this road as it may be, at sometime in the future, part of the Oregon Coast Highway. To further explain this control of access, it would be best to take Mr. Norlin, or one of his men to Coquille with you when you deliver these to the County Court; or make arrangements with Mr. Norlin to explain these to them.

A print of our drawing 7B-6-9 is enclosed for Coos County.

File	Name	Area
17415	Edw. W., Chas. G. Mary E. Fahy	3.6 acres
17416	Pearl A. Brundy	1.3 acres
17417	Port of Bandon	0.11 acres
17418	Robert Dollar Company, Inc.	1.15 acres
17419	K.W. Brockband	3.70 acres

Yours very truly,

J. M. DEVERS

By Earl F Saling
EARL F. SALING

NOTED
Harold C. Ayers

EFS/mab

Enc.
cc: Forrest Cooper

FORM E-30 25M 8-50 42288

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

May 25, 1951
Salem, Oregon

SUBJECT: Bullards Ferry Section
Seven Devils County Road
Coos County

To: John W. Cattrall
County and City Relations Engineer
State Highway Dept.
Salem, Oregon

Dear Sir:

Attached hereto are option forms in quadruplicate for Coos County to acquire the right of way on the Bullards Ferry Section of the Seven Devils County Road in Coos County.

The State Highway Commission proposes to award a contract for all or part of this construction at the July Commission meeting. Will you please ask the County to give us a copy of the executed option~~s~~ or a copy of the deed ~~to take with them~~ they. when they close the transaction.

You will note there is a restriction of access clause on each of these option forms, to be executed at the time that the option is signed. Mr. Devers has suggested this means of taking control of access on this road as it may be, at sometime in the future, part of the Oregon Coast Highway. To further explain this control of access, it would be best to take Mr. Norlin, or one of his men to Coquille with you when you deliver these to the County Court; or make arrangements with Mr. Norlin to explain these to them.

A print of our drawing 7B-6-9 is enclosed for Coos County.

File	Name	Area
17415	Edw. W., Chas. G. Mary E. Fahy	3.6 acres
17416	Pearl A. Brundy	1.3 acres
17417	Port of Bandon	0.11 acres
17418	Robert Dollar Company, Inc.	1.15 acres
17419	K.W. Brockband	3.70 acres

Yours very truly,

J. M. DEVERS

By Earl F. Saling
EARL F. SALING

NOTED
Harold C. Ayers

EFS/mab

Enc.
cc: Forrest Cooper

RECEIVED
FOR FILING

[illegible]
[illegible]
[illegible]

May 9, 1951

Miss Kathlyn A. Brockbank
3302 N. E. 81st Avenue
Portland, Oregon

Dear Miss Brockbank:

Construction of the bridge across the Coquille River at Bullards Ferry is dependent upon approval of this section of roadway as a federal-aid project and the release of the federal-aid portion of funds by the Federal Government. It is intended that this bridge will be built on a cooperative basis between the Bureau of Public Roads and the State Highway Commission.

It is hoped that matters will be cleared, so that bids for the new bridge can be called in August or September of this year.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

5-11-51
[illegible]

American Mutual Life Insurance Company
DES MOINES, IOWA

3302 N. E. 81st AVENUE
PORTLAND, OREGON

KATHLYN A. BROCKBANK
AGENT

May 4, 1951

Oregon State Highway Commission
Salem
Oregon.

Gentlemen:

I have been very interested in the building of the bridge planned for the crossing of the Coquille River at Bullards.

I own 20 acres joining the ferry landing just south and on the east side of the river and for years have hoped to live down there and always thought a bridge at that point would be wonderful and save that long drive back to Coquille in order to get out.

Recently I drove down there and learned the work on the bridge has not been started so am writing you for any information about it you can give me and I send my thanks in advance for it.

Most sincerely

Kathlyn W. Brockbank

NOTED
W. C. WILLIAMS

February 26, 1951

NOTED
J. W. CA

Mr. F. A. Robb
Coos County Engineer
Coquille, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of February 22 containing requested information in connection with the Bullards Ferry. Thank you for your cooperation in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM

FLOYD A. ROBB
COUNTY ENGINEER

COOS COUNTY
HIGHWAY DEPARTMENT
6TH & SCHROEDER STS.
COQUILLE, OREGON

[illegible]

NOTED
J. W. CATTRALL

February 22, 1951

RECEIVED
FEB 26 1951
ENGINEER
COUNTY & CITY RELATIONS

Mr. John W. Cattrall
Engineer, County and City Relations
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Cattrall:

This will acknowledge receipt of your letter dated February 13th with reference to the Bullards Ferry.

The Maps you forwarded have been signed and returned to you.

We estimate the cost would be $33,500.00 to re-build Ferry Scow, Ferry Slips and Dolphins also re-build a house used by the Chief operator and owned by the County. All the above should be replaced within the next three years.

Cost of operating Bullards Ferry for the first 7 months of the budget year was $12,750.10.

Number of families living on the north side of the river who would be served by this proposed bridge, now equals 83.

The number of men that are to be employed by the Plywood plant when in full production would average 246. They claim they will cut 33 million feet of logs in a year.

The present Scow we are operating at Bullards was built in 1936.

Very truly yours,

COOS COUNTY HIGHWAY DEPARTMENT

BY
F. A. ROBB County Engineer

FAR;L

RECEIVED
NOV 14 1950
FOR FILING

[illegible]

November 13, 1950

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Application is hereby made by the State Highway Department of the State of Oregon at Salem, Oregon for approval by the Chief of Engineers and the Secretary of the Army of plans of a bridge to be constructed across the Coquille River, at a point approximately 2.5 miles above the mouth of the waterway as shown on the attached plan.

The legal authority for the structure is found in the General Bridge Act of 1946. Specific authority for the engineer to prepare plans and specifications is found in O.C.L.A., Section 100-126, Subsection 6. Attached hereto is an excerpt from the minutes of the State Highway Commission authorizing the construction of the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

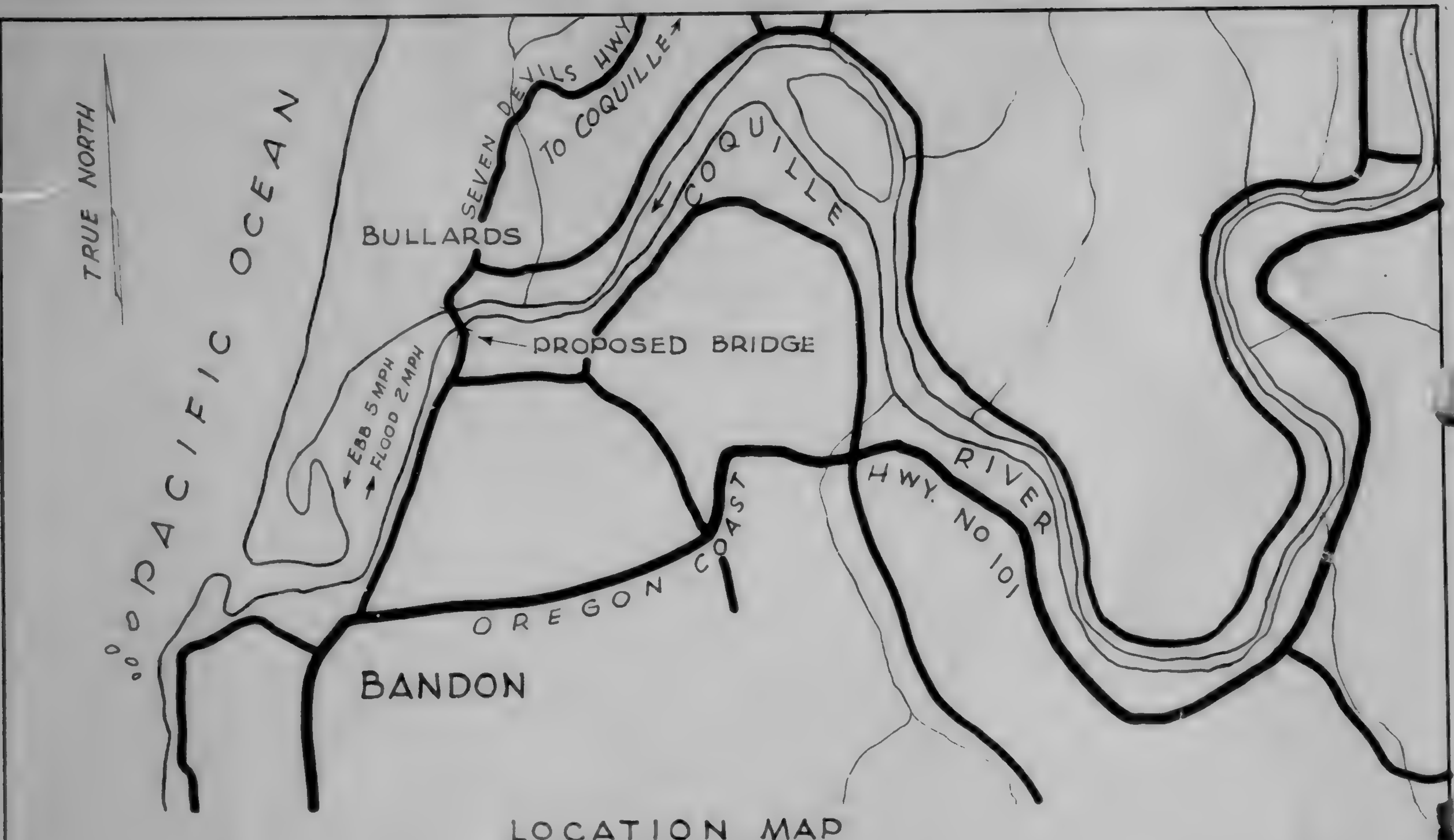
Attached

GSP:gm
cc G. S. Paxson

The Engineer also requested authority to proceed with the preparation of a design for a proposed bridge over the Coquille River at a place known as Bullard's Ferry, near Bandon, in view of information received from County Judge L. D. Felsheim to the effect that Coos County has approved a bond issue to pay its share of the cost of this proposed structure, which was the condition imposed by the Highway Commission for the construction of the bridge. He estimated that it would cost about $8,000 to make the design. The Commission approved the expenditure.

I, H. B. Glaisyer, Secretary of the Oregon State Highway Commission, hereby certify that the above is a true copy of an excerpt from the Highway Commission Minutes of September 21, 1949.

H. B. Glaisyer, Secretary
Oregon State Highway Commission


TRUE NORTH
PACIFIC OCEAN
BULLARDS
SEVEN DEVILS HWY
TO COQUILLE→
COQUILLE RIVER
←PROPOSED BRIDGE
← EBB 5 MPH
→ FLOOD 2 MPH
OREGON COAST HWY. No 101
BANDON

LOCATION MAP

0 1 2
SCALE IN MILES

APPROVED:
PORT OF BANDON, ORE.

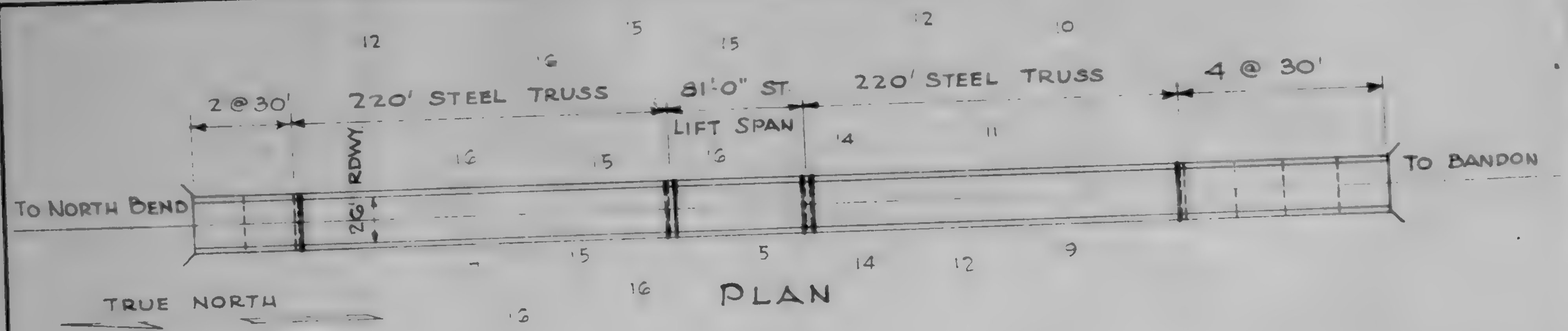
PRESIDENT

SECRETARY

Nov. 8, 1950
DATE

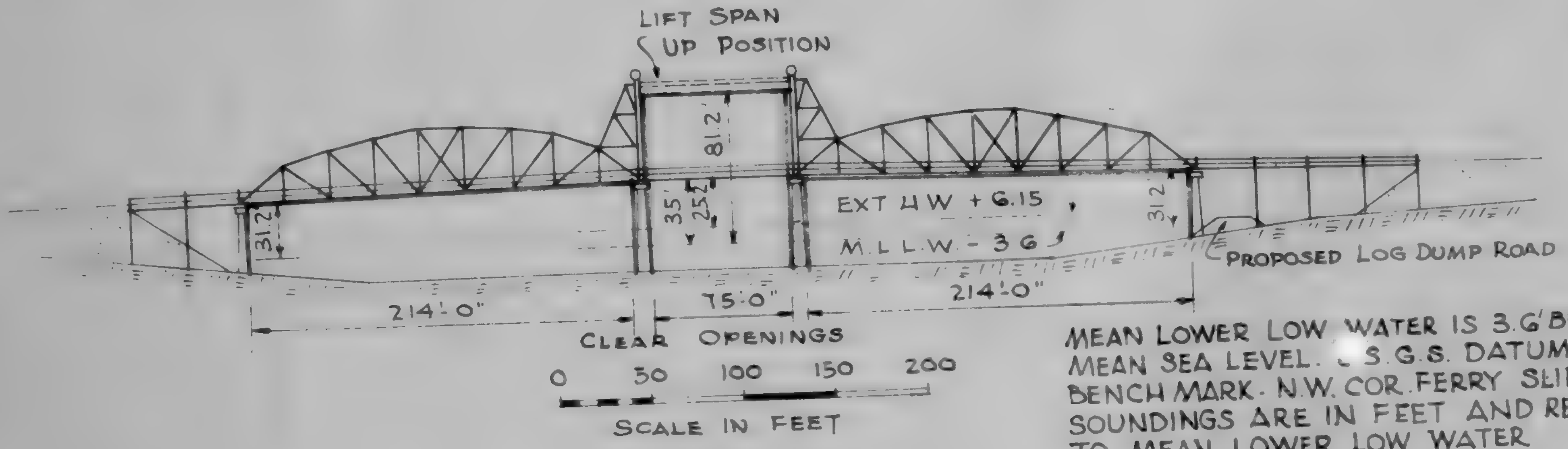
TRACED FROM OREGON
STATE HIGHWAY DEPT
TRAFFIC STATION MAP.

PROPOSED BRIDGE
OVER
COQUILLE RIVER
AT
BULLARDS FERRY - COOS COUNTY
SEVEN DEVILS HIGHWAY
S 17, 18, T. 28 S. R. 14 W. WM
APPLICATION BY
OREGON STATE HIGHWAY COMMISSION
OCT 27, 1950 SHEET 1 OF 2



2 @ 30'
220' STEEL TRUSS
81'-0" ST.
LIFT SPAN
220' STEEL TRUSS
4 @ 30'
TO NORTH BEND
TO BANDON
26' RDWY.
TRUE NORTH
12
6
5
15
2
10
6
5
6
4
11
5
5
14
12
9
16
6

PLAN



LIFT SPAN
UP POSITION
81.2'
31.2'
35'
25'
EXT HW + 6.15
M.L.L.W. - 3.6
31.2'
PROPOSED LOG DUMP ROAD
214'-0"
75'-0"
214'-0"
CLEAR OPENINGS
0
50
100
150
200
SCALE IN FEET

ELEVATION

MEAN LOWER LOW WATER IS 3.6' BELOW
MEAN SEA LEVEL. U.S.G.S. DATUM
BENCH MARK - N.W. COR. FERRY SLIP
SOUNDINGS ARE IN FEET AND REFER
TO MEAN LOWER LOW WATER

APPROVED:
PORT OF BANDON, ORE.

PRESIDENT

SECRETARY
Nov. 2, 1950
DATE

PROPOSED BRIDGE
OVER
COQUILLE RIVER
AT
BULLARDS FERRY - COOS COUNTY.
SEVEN DEVILS HIGHWAY
S. 17, 18, T 28 S. R. 14 W. W. M
APPLICATION BY
OREGON STATE HIGHWAY COMMISSION
OCT. 27, 1950 SHEET 2 OF 2

RECEIVED
FOR FILING

June 8, 1950

State Highway Commission

Gentlemen:

Re: Bullards Ferry Bridge in Coos County

Judge L. D. Felsheim of Coos County conferred with me this morning relative to the Bullards Ferry Bridge across the Coquille River near Bandon. The matter of the construction of a bridge at Bullards Ferry came before the Highway Commission at their meeting of April 3, 1950. The minutes of that meeting contain the following paragraph:

> "Commissioner Chandler reported there is to be placed on the ballot for consideration by the people of Coos County at the primary election in May a measure which, if it carries, will authorize a county bond issue to pay 50% of the cost of constructing a bridge over the Coquille River at a place known as Bullards, near Bandon, which bridge is estimated to cost about $600,000. He recalled that this matter has been before the Commission several times in the past and that the former Commission at one time agreed to contribute fifty percent of the cost of the bridge on the condition that Coos County would pay its share of the cost in cash, which the county could not guarantee, so the project was tabled. This bridge, he said, is on a county road and the Commission's previous offer carried with it an understanding that the state would not be asked to contribute any funds whatsoever to construct approaches to the bridge or to improve the county road. The matter is being brought up at this time, he said, because of the proposed bond issue which, if the people approve it, will provide the cash necessary to meet the state's offer. As a result of the discussion, the Commission voted unanimously to proceed with the construction of this bridge on the basis of the previous offer that the county will contribute in cash fifty percent of the cost involved."

Judge Felsheim advises that Coos County has now approved a bond issue in the amount of $300,000, covering their share of the project, and inquires as to the approximate time in which the project could be put underway. I told him that because of the time required for making the design, holding the necessary hearings on a permit to construct the bridge across a navigable river, and other preliminaries, it would be at least late next spring before the project could be ready for advertising. We estimate that the cost of design will be approximately $8,000, and it is requested that you grant authority to proceed with the design.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP/ds

cc G. S. Paxson

RECEIVED
7, 1950
FOR FILING

S-11-(1)
Bridges
3517

June 7, 1950

Mr. Ben R. Chandler, Chairman
State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Dear Mr. Chandler:

The location of the Bullards Ferry bridge near Bandon will fit into any future route of the Coast Highway leading from North Bend or Coos Bay to Bandon. Because of the topography immediately south of the Coquille River, there is only one feasible route from the river into Bandon, and this would cross the river at the site selected for this bridge.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gs

cc G. S. Paxson

F-FI-303(7) Willamette River-Marion Co. 1952
Line Unit, Barbur Blvd.-White School Sec.
#3813 of W. Portland-Hubbard Hwy.

RECEIVED
MAR 1956
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 16, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3318	18-Final	Roy L. Houck & Son

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
5148	R-145982	$ 10,563.66	3/16/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: June 30, 1954

Time Extensions: to Sept. 30, 1954

Completion Date: Sept. 30, 1954

Date Accepted: April 13, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-19-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer

H. B. Glaisyer
Secretary

Warrant Mailed:

Ruth Rawlings

[illegible]

RECEIVED
APR 18 1955
FOR FILING

[illegible]
3818

April 15, 1955

REGISTERED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 3818 for work performed on the Willamette River-Marion County Line Unit, Barbur Blvd.-White School Section of the West Portland-Hubbard Highway in Clackamas County was completed by the contractor, Roy L. Houck & Son, on September 30, 1954 and was formally accepted by the Highway Commission on April 13, 1955.

Final payment in the amount of $10,563.66 will be released to the contractor on or after April 25, 1955. The total contract amount is $353,529.14, of which amount $4,920.23 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

FEB 16 1955

February 15, 1955

REGISTERED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Roy L. Houck & Son on contract No. 3818, covering the Willamette River-Marion County Line Unit, Barbur Blvd.-White School Section of the West Portland-Hubbard Highway in Clackamas County.

This payment, in the amount of $6,714.59, will be released to the contractor on or after February 25, 1955. The retained percentage is $10,607.18.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

gl

FORM E-123 50M REVISED 2-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
FEB 3 1955
FOR FILING

F-PI-30(19)

3816

February 2, 1955

Roy L. Houck & Son
[illegible] North 20th St.
Salem, Oregon

Gentlemen:

The State Highway Commission at its meeting held on January 19 had under discussion your request for an extension of time from June 30 to September 30, 1954 within which to complete your contract No. 3818, covering the Willamette River-Marion County Line Unit, Barbur Blvd.- [illegible] School Section of the West Portland-Hubbard Highway in Clackamas County.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. [illegible] Walker,
Division Engineer

Maurice Dupe,
Resident Engineer

[illegible] Smith,
Construction Engineer

RECEIVED
JAN 1 0 1955
FOR FILING

3418

January 7, 1955

Request for extension of time
No. 24
January 18 and 19 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Roy L. Houck & Son for an extension of time on the grading and paving project on the Willamette River-Marion County Line Unit of the West Portland-Hubbard Highway, Contract No. 3418, from June 30, 1954 to September 30, 1954.

Inclement weather during the spring and summer of 1954 delayed the paving on this section. The contractor worked at such periods as the weather would permit, and I recommend that the extension be granted without penalty.

Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

EAP lg

RECEIVED
JAN 10 1955
FOR FILING

[illegible]
3818

January 7, 1955

Request for extension of time
No. 24
January 18 and 19 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Roy L. Houck & Son for an extension of time on the grading and paving project on the Willamette River-Marion County Line Unit of the West Portland-Hubbard Highway, Contract No. 3818, from June 30, 1954 to September 30, 1954.

Inclement weather during the spring and summer of 1954 delayed the paving on this section. The contractor worked at such periods as the weather would permit, and I recommend that the extension be granted without penalty.

Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

EAP lg

9

RECEIVED
JAN 5 - 1955
FOR FILING

F-FI-303(7)

3818

January 4, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Willamette River-Marion County Line contract, No. 3818, Oregon F-FI-303 (7), from June 30, 1954 to September 30, 1954 to Roy L. Houck and Son, contractors.

Inclement weather during the spring and summer of 1954 delayed the paving on this section. The contractor worked at such periods as the weather would permit and I would recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

EAP:jv

cc: H. G. Smith

RECEIVED
OCT 25 1954
FOR FILING
F.FI - [illegible]

October 22, 1954

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Roy L. Houck & Son a portion of the funds heretofore retained by the Commission on contract No. 3818, for the Willamette River-Marion County Line Unit, Barbur Blvd.-White School Section of the West Portland-Hubbard Highway in Clackamas County.

This payment, in the amount of $14,954.57, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $10,399.51. The present payment will be released on or after November 1, 1954.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc:

NOTED ON CARD

RECEIVED
JUN 30 1955
~~FOR FILING~~

3818

9-30-54

DATE

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was (completed) ~~(started)~~ on Sept 30, 1954 on Contract No. 3818, Willamette River-Marion County Line Unit Barbur Blvd-White School Section, in Clackamas County, in connection with Federal Aid Project No. F-FI-303 (7).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:

cc: John Cattrall
(Completion dates only)

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 7, 1954

Section Willamette River-Marion County Line Unit Barbur Blv'd-White School

Kind of work Grading & Paving

Highway West Portland-Hubbard

Section prefix 3-1038

Contractor Roy L. Houck & Son

Contract number 3818

Date of contract October 31, 1952

Date of completion June 30, 1954

Date work started November 3, 1952

Estimated date of completion Aug. 30, 1954

Amount of contract $337,765.95

Per cent of time elapsed 106%

Estimated cost of completed project, exclusive of engineering $366,255.00

Per cent of contract completed, based on total contract price 98%

Engineering cost to date $24,760.00, 96%

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor worked on shoulders put on some rock and did some clean up work the job is nearly completed, a small amount of cleaning up and some rock to go on to complete the job.

NOTED

NOTED
B. A. MARTIN

NOTED
FORREST COO

RECEIVED
AUG 1 0 1954
OFFICE OF
CONSTRUCTION ENGINEER

Signed Maurice N. Juve
By C. W. Tandy

Address Rm. 210, Lab. Bldg., Salem

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.11	2.11		2.11	2.11
Miles partially completed					
Miles completed	2.11	2.11		2.11	2.11
Total estimated quantities	309,000	57,000		110	12,545
Estimated quantities moved or placed to date	308,000	57,000		110	12,545
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	3				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	Cloudy		
Wednesday	"		
Thursday	"		
Friday	Fair		
Saturday	"		

STATE PRINTING

RECEIVED
JUN 25 1954
FOR FILING

June 22, 1954

Oregon State Highway Commission

Gentlemen:

On the Willamette River-Marion County Line Section of the West Portland-Hubbard Highway, it appears that we will have an overrun in project authorization of $28,000, or approximately eight per cent. This overrun is occasioned mainly by an increase in two items, one being an increase in Class "B" Asphaltic Concrete Pavement due to our recent decision to pave four-foot shoulders on this section and increase the pavement thickness from three and one-half inches to four inches. The other major item of overrun was the necessity of constructing an underpass for farm equipment, which item was not anticipated in our original plans.

This matter will be on the agenda as an S.O.A. item, and it is respectfully requested that you authorize an increase in project authorization of $28,000 on Contract No. 3818.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me

cc Mr. H. G. Smith
Mr. S. H. Probert
Mr. C. H. Maison

FOR FILING

6-FI-302 (4)

3818

[illegible]

NOTED
W. C. WILLIAMS

[illegible]

[illegible] concrete pavement [illegible] County Line Section [illegible] 17,000 [illegible] from [illegible] to [illegible] inches [illegible]

Yours very truly,

[illegible]
Engineer.

[illegible]

NOTED
[illegible]

Form PR 2 (Revised 1950)

State Oregon

Federal Aid Project No. F-FI-303(7)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of March, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 15th day of August, 1952, a program, which was approved on the 29th day of August, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 8th day of September, 1952; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of three hundred nine thousand and 00/100 dollars ($309,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

Form PR 2 (Revised 1950)

State Oregon

Federal Aid

Project No. F-FI-303(7)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of March, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 15th day of August, 1952, a program, which was approved on the 29th day of August, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 8th day of September, 1952; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of three hundred nine thousand and 00/100 dollars ($309,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11370-4

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920;
(Include date and citation of
Chapter 529, Laws 1939.
act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 583+58 in the SE 1/4, Section 23, T-3-S, R-1-W, W.M.
and survey station 910+00 in the NW 1/4, Section 26, T-4-S, R-1-W,
W.M., except stations 694+36.35 to 904+00

, length 2.228 miles, in Clackamas & Marion County, ies
being Oregon Federal Aid project No. F-FI-303(7) consisting of 2.228 miles of
roadway and two / highway underpass structures of no net mileage. ~~bridges, each of more than 20 feet clear span,~~ ~~of a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of three hundred nine thousand and 00/100 dollars ($309,000.00), which does not exceed the authorized Federal pro rata share of four hundred ninety-eight thousand, four hundred ninety-five and 80/100 dollars ($498,495.80), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Bureau of Public Roads.

JAN 29 1953

RECEIVED MAR 13 1953

MAR 1953 OREGON

Oregon State Highway Department

Federal Aid Project
No. F-FI-303 (7)

WILLAMETTE RIVER-WHITE SCHOOL SECTION OF THE WEST PORTLAND-HUBBARD HIGHWAY IN CLACKAMAS AND MARION COUNTIES

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 22, 1952

Roadway on Interstate System

Type Code 6201
4-Lane Roadway (Sta. 583+58 to Sta. 614+30)(Contract No. 3618)

All Required		Clearing and Grubbing (30%)		$ 2,400.00
790	cu.yd.	Structural Excavation, Unclassified	$ 2.50	1,975.00
187,600	cu.yd.	General Excavation, Unclassified	0.28	52,528.00
605,700	yd.sta.	Short Overhaul	0.01	6,057.00
5,200	C-yd.sta.	Long Overhaul	0.50	2,600.00
0.58	mile	Finishing Roadbed and Slopes	500.00	290.00
4,340	lin.ft.	Rounding Cutbanks	0.15	651.00
190	lin.ft.	60-inch Corrugated Metal Pipe, 8 Gauge	30.00	5,700.00
600	lin.ft.	6-inch Perforated Metal Drain Pipe	1.60	960.00
3,000	lin.ft.	8-inch Perforated Metal Drain Pipe	2.10	6,300.00
170	lin.ft.	18-inch Extra Strength Concrete Pipe	3.40	578.00
500	cu.yd.	3/8" - 0 Backfill in Drains	3.00	1,500.00
350	lin.ft.	8-inch Sewer Pipe	1.00	350.00
1	only	Concrete Catch Basin	50.00	50.00
230	cu.yd.	Concrete Median Strip	35.00	8,050.00
1,200	lin.ft.	Metal Guard Rail	2.70	3,240.00
10	only	Concrete Light Posts	10.00	100.00
19,500	cu.yd.	3" - 0 Material in Base	1.50	29,250.00
3,200	cu.yd.	3/4" - 0 Material in Base and Shoulders	2.90	9,280.00
500	M-gal.	Sprinkling	2.50	1,250.00
210	cu.yd.	3/4" - 0 Material in Binder Course	4.50	945.00
40	ton	RC-3 Asphalt in Binder Course	40.00	1,600.00
4,800	ton	Class "B" Asphaltic Concrete	6.50	31,200.00
24	ton	RS-2 Emulsified Asphalt in Seal Coat	42.00	1,008.00
130	cu.yd.	Aggregate in Seal Coat	5.00	650.00
50	lin.ft.	Asphaltic Concrete Traffic Markers	1.00	50.00
		Subtotal		$168,562.00
		10% Engr. & Cont.		16,856.20
		Total		$185,418.20

Length of Roadway	0.582 Miles
Cost per Mile	$318,587.97

Roadway Not on Interstate System

Type Code 6201
4-Lane Roadway (Sta. 614+30 to Sta. 632+56)(Contract No. 3818)

All Required		Clearing and Grubbing (15%)		$ 1,200.00
300	cu.yd.	Structural Excavation, Unclassified	$ 2.50	750.00
40	cu.yd.	Trench Excavation, Unclassified	2.00	80.00
88,800	cu.yd.	General Excavation, Unclassified	0.28	24,864.00
105,000	yd.sta.	Short Overhaul	0.01	1,050.00
200	C-yd.sta.	Long Overhaul	0.50	100.00
0.34	mile	Finishing Roadbed and Slopes	500.00	170.00
6,460	lin.ft.	Rounding Cutbanks	0.15	969.00
600	lin.ft.	36-inch Corrugated Metal Pipe, 8 Gauge	17.50	10,500.00
1	only	36-inch Corrugated Metal Pipe, Special Elbow Section	120.00	120.00
400	lin.ft.	6-inch Perforated Metal Drain Pipe	1.60	640.00
130	lin.ft.	18-inch Concrete Pipe	2.85	370.50
50	cu.yd.	3/8" - 0 Backfill in Drains	3.00	150.00
10	only	Concrete Sight Posts	10.00	100.00
8,000	cu.yd.	3" - 0 Material in Base	1.50	12,000.00
1,400	cu.yd.	3/4" - 0 Material in Base and Shoulders	2.90	4,060.00
200	M-gal.	Sprinkling	2.50	500.00
110	cu.yd.	3/4" - 0 Material in Binder Course	4.50	495.00
10	ton	RC-3 Asphalt in Binder Course	40.00	400.00
1,700	ton	Class "B" Asphaltic Concrete	6.50	11,050.00
10	ton	MS-2 Emulsified Asphalt in Seal Coat	42.00	420.00
60	cu.yd.	Aggregate in Seal Coat	5.00	300.00
		Subtotal		$ 70,288.50

Type Code 6201
4-Lane Roadway (Sta. 904+00 to Sta. 910+00)(Contract No. 3836)

All Required		Clearing and Grubbing		$ 3,500.00
10	cu.yd.	Structural Excavation, Unclassified	$ 2.50	25.00
7,400	cu.yd.	General Excavation, Unclassified	0.30	2,220.00
All Required		Finishing Roadbed and Slopes		1,000.00
1,000	lin.ft.	Rounding Cutbanks	0.15	150.00
290	lin.ft.	18-inch Concrete Pipe	2.60	754.00
12,300	cu.yd.	3" - 0 Material in Base	2.10	25,830.00
2,200	cu.yd.	3/4" - 0 Material in Base and Shoulders	2.50	5,500.00
300	M-gal.	Sprinkling	2.50	750.00
140	cu.yd.	3/4" - 0 Material in Binder Course	4.50	630.00
20	ton	RC-3 Asphalt in Binder Course	40.00	800.00
2,600	ton	Class "B" Asphaltic Concrete	6.50	16,900.00
700	lb.	Rubber Additive	0.75	525.00
14	ton	MS-1 Emulsified Asphalt in Seal Coat	42.00	588.00
70	cu.yd.	Aggregate in Seal Coat	5.00	350.00
500	lin.ft.	Asphaltic Concrete Traffic Markers	1.50	750.00
				$ 60,272.00
		Subtotal		$130,560.50
		10% Engr. & Cont.		13,056.05
		Total		$143,616.55

Length of Roadway 0.459 Mile
Cost per Mile $312,890.08

Type Code 6201
2-Lane Roadway (Sta. 632+56 to Sta. 694+36.35)(Contract No. 3818)

All Required		Clearing and Grubbing (55%)		$ 4,400.00
100	cu.yd.	Structural Excavation, Unclassified	$ 2.50	250.00
10	cu.yd.	Trench Excavation, Unclassified	2.00	20.00
39,600	cu.yd.	General Excavation, Unclassified	0.28	11,088.00
45,300	yd.sta.	Short Overhaul	0.01	453.00
600	C-yd.sta.	Long Overhaul	0.50	300.00
1.19	miles	Finishing Roadbed and Slopes	500.00	595.00
70	lin.ft.	12-inch Concrete Pipe	1.40	98.00
570	lin.ft.	18-inch Concrete Pipe	2.85	1,624.50
18,500	cu.yd.	3" - 0 Material in Base	1.50	27,750.00
2,900	cu.yd.	3/4" - 0 Material in Base and Shoulders	2.90	8,410.00
400	M-gal.	Sprinkling	2.50	1,000.00
180	cu.yd.	3/4" - 0 Material in Binder Course	4.50	810.00
30	ton	RC-3 Asphalt in Binder Course	40.00	1,200.00
3,500	ton	Class "B" Asphaltic Concrete	6.50	22,750.00
16	ton	RS-2 Emulsified Asphalt in Seal Coat	42.00	672.00
90	cu.yd.	Aggregate in Seal Coat	5.00	450.00
		Subtotal		$ 81,870.50
		10% Engr. & Cont.		8,187.05
		Total		$ 90,057.55

Length of Roadway 1.187 Miles
Cost per Mile $76,796.58

Structure on Interstate System

Type Code X721
Beaverton-Aurora Undercrossing (Sta. 606+12.18)(Contract No. 3808)

270	cu.yd.	Structural Excavation	$ 4.00	$ 1,080.00
10	cu.yd.	Excavation Below Elevation Shown	7.00	70.00
2,100	lin.ft.	Furnishing Treated Timber Piling	1.25	2,625.00
68	only	Drive Timber Piles	50.00	3,400.00
400	cu.yd.	Class "A" Concrete	63.00	25,200.00
90,000	lbs.	Metal Reinforcement	0.10	9,000.00
300	sq.yd.	Concrete Slab Riprap	7.00	2,100.00
100	lin.ft.	6-inch Drain Pipe	2.00	200.00
				$ 43,675.00

Structure Not on Interstate System

Type Code X721
White School Junction Grade Separation (Sta. 898+87.24)(Contract No. 3835)

180	cu.yd.	Structural Excavation	$ 6.00	$ 1,080.00
10	cu.yd.	Structural Excavation Below Elevation Shown	10.00	100.00

340	cu.yd.	Class "A" Concrete	$ 60.00	$ 20,400.00
66,000	lb.	Metal Reinforcement	0.105	6,930.00
				$ 28,510.00

Subtotal	$ 72,185.00
10% Engr. & Cont.	7,218.50
Total	$ 79,403.50

Length of Structures 0.000 Miles

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway on Interstate System	$185,418.20	$114,934.00	$ 70,484.20
4-Lane Roadway Not on Interstate System	143,616.55	89,023.00	54,593.55
2-Lane Roadway Not on Interstate System	90,057.55	55,823.00	34,234.55
Undercrossings			
(On Interstate System)	48,042.50	29,780.00	18,262.50
(Not on Interstate System)	31,361.00	19,440.00	11,921.00
	$498,495.80	$309,000.00	$189,495.80

State Funds for Constr.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid Project
No. F-FI - 303 (7)

WILLAMETTE RIVER-WHITE SCHOOL SECTION OF THE WEST PORTLAND-HUBBARD HIGHWAY IN CLACKAMAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 30, 1952

ON INTERSTATE SYSTEM

Type Code 6201
4-Lane Roadway (Sta. 593+58 to Sta. 614+30)(Low Bid Prices)

All Required		Clearing and Grubbing (30%)		$ 2,400.00
790	cu. yds.	Structural Excavation, Unclassified	$ 2.50	1,975.00
187,600	cu. yds.	General Excavation, Unclassified	0.28	52,528.00
605,700	yd. stas.	Short Overhaul	0.01	6,057.00
5,200	C-yd. stas.	Long Overhaul	0.50	2,600.00
0.58	mile	Finishing Roadbed and Slopes	500.00	290.00
4,340	lin. ft.	Rounding Cutbanks	0.15	651.00
190	lin. ft.	60-inch Corrugated Metal Pipe, 8 Gauge	30.00	5,700.00
600	lin. ft.	6-inch Perforated Metal Drain Pipe	1.60	960.00
3,000	lin. ft.	8-inch Perforated Metal Drain Pipe	2.10	6,300.00
170	lin. ft.	18-inch Extra Strength Concrete Pipe	3.40	578.00
500	cu. yds.	3/8" - 0 Backfill in Drains	3.00	1,500.00
350	lin. ft.	8-inch Sewer Pipe	1.00	350.00
1	only	Concrete Catch Basin	50.00	50.00
230	cu. yds.	Concrete Median Strip	35.00	8,050.00
1,200	lin. ft.	Metal Guard Rail	2.70	3,240.00
10	only	Concrete Sight Posts	10.00	100.00
19,500	cu. yds.	3" - 0 Material in Base	1.50	29,250.00
3,200	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.90	9,280.00
500	M-Gals.	Sprinkling	2.50	1,250.00
210	cu. yds.	3/4" - 0 Material in Binder Course	4.50	945.00
40	tons	RC-3 Asphalt in Binder Course	40.00	1,600.00
4,800	tons	Class "B" Asphaltic Concrete	6.50	31,200.00
24	tons	RS-2 Emulsified Asphalt in Seal Coat	42.00	1,008.00
130	cu. yds.	Aggregate in Seal Coat	5.00	650.00
50	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	50.00
		Subtotal		$168,562.00
		10% Engr. & Cont.		16,856.20
		Total		$185,418.20

Length of Roadway 0.582 miles
Cost per Mile $318,587.97

NOT ON INTERSTATE SYSTEM

Type Code 6201
4-Lane Roadway (Sta. 614+30 to Sta. 632+56) (Low Bid Prices)

All Required		Clearing and Grubbing (15%)		$ 1,200.00
300	cu. yds.	Structural Excavation, Unclassified	$ 2.50	750.00
40	cu. yds.	Trench Excavation, Unclassified	2.00	80.00
88,800	cu. yds.	General Excavation, Unclassified	0.28	24,864.00
105,000	yd. stas.	Short Overhaul	0.01	1,050.00
200	C-yd. stas.	Long Overhaul	0.50	100.00
0.34	mile	Finishing Roadbed and Slopes	500.00	170.00
6,460	lin. ft.	Rounding Cutbanks	0.15	969.00
600	lin. ft.	36-inch Corrugated Metal Pipe, 8 Gauge	17.50	10,500.00
1	only	36-inch Corrugated Metal Pipe, Special Elbow Section	120.00	120.00
400	lin. ft.	6-inch Perforated Metal Drain Pipe	1.60	640.00
130	lin. ft.	18-inch Concrete Pipe	2.85	370.50
50	cu. yds.	3/8" - 0 Backfill in Drains	3.00	150.00
10	only	Concrete Sight Posts	10.00	100.00
8,000	cu. yds.	3" - 0 Material in Base	1.50	12,000.00
1,400	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.90	4,060.00
200	M-Gals.	Sprinkling	2.50	500.00
110	cu. yds.	3/4" - 0 Material in Binder Course	4.50	495.00
10	tons	RC-3 Asphalt in Binder Course	40.00	400.00
1,700	tons	Class "B" Asphaltic Concrete	6.50	11,050.00
10	tons	RS-2 Emulsified Asphalt in Seal Coat	42.00	420.00
60	cu. yds.	Aggregate in Seal Coat	5.00	300.00
		Subtotal		$ 70,288.50
		10% Engr. & Cont.		7,028.85
		Total		$ 77,317.35

Length of Roadway 0.346 mile
Cost per Mile $223,460.54

Type Code 6201
2-Lane Roadway (Sta. 632+56 to Sta. 694+36.35) (Low Bid Prices)

All Required		Clearing and Grubbing (55%)		$ 4,400.00
100	cu. yds.	Structural Excavation, Unclassified	$ 2.50	250.00
10	cu. yds.	Trench Excavation, Unclassified	2.00	20.00
39,600	cu. yds.	General Excavation, Unclassified	0.28	11,088.00
45,300	yd. stas.	Short Overhaul	0.01	453.00
600	C-yd. stas.	Long Overhaul	0.50	300.00

1.19	miles	Finishing Roadbed and Slopes	$500.00	$ 595.00
70	lin. ft.	12-inch Concrete Pipe	1.40	98.00
570	lin. ft.	18-inch Concrete Pipe	2.85	1,624.50
18,500	cu. yds.	3" - 0 Material in Base	1.50	27,750.00
2,900	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.90	8,410.00
400	M-Gals.	Sprinkling	2.50	1,000.00
180	cu. yds.	3/4" - 0 Material in Binder Course	4.50	810.00
30	tons	RC-3 Asphalt in Binder Course	40.00	1,200.00
3,500	tons	Class "B" Asphaltic Concrete	6.50	22,750.00
16	tons	RS-2 Emulsified Asphalt in Seal Coat	42.00	672.00
90	cu. yds.	Aggregate in Seal Coat	5.00	450.00
			Subtotal	$ 81,870.50
			10% Engr. & Cont.	8,187.05
			Total	$ 90,057.55

Length of Roadway 1.187 miles
Cost per Mile $76,796.58

Type Code X721
Beaverton-Aurora Undercrossing (Sta. 606+12.1[illegible])

270	cu. yds.	Structural Excavation	$ 10.00	$ 2,700.00
10	cu. yds.	Excavation Below Elevation Shown	15.00	150.00
2,100	lin. ft.	Furnishing Treated Timber Piling	1.60	3,360.00
68	only	Drive Timber Piles	50.00	3,400.00
400	cu. yds.	Class "A" Concrete	65.00	26,000.00
90,000	lbs.	Metal Reinforcement	0.11	9,900.00
300	sq. yds.	Concrete Slab Riprap	7.00	2,100.00
100	lin. ft.	6-inch Drain Pipe	2.00	200.00
			Subtotal	$ 47,810.00
			10% Engr. & Cont.	4,781.00
			Total	$ 52,591.00

Length of Structure 0.000 miles

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway on Inter-State System	$185,418.20	$114,805.00	$70,613.20
4-Lane Roadway not on Inter-State System	77,317.35	47,872.00	29,445.35
2-Lane Roadway	90,057.55	55,761.00	34,296.55
Undercrossing	52,591.00	32,562.00	20,029.00
	$405,384.10	$251,000.00	$154,384.10

Oregon State Highway Department

Federal Aid Project
No. FFI-303 (7)

WILLAMETTE RIVER-WHITE SCHOOL SECTION OF THE WEST PORTLAND-HUBBARD HIGHWAY IN CLACKAMAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 5, 1952

ON INTERSTATE SYSTEM

Type Code 6201
4 Lane Roadway (Sta. 583+56 to Sta. 614+30)

All Required		Clearing and Grubbing (30%)	$	$ 1,500.00
790	cu. yds.	Structural Excavation, Unclassified	3.00	2,370.00
187,600	cu. yds.	General Excavation, Unclassified	0.28	52,528.00
605,700	yd. sta.	Short Overhaul	0.015	9,085.50
5,200	C-yd. sta.	Long Overhaul	0.50	2,600.00
0.58	mile	Finishing Roadbed and Slopes	800.00	464.00
4,340	lin. ft.	Rounding Cutbanks	0.15	651.00
190	lin. ft.	60-inch Corrugated Metal Pipe, 8 Gauge	30.00	5,700.00
600	lin. ft.	6-inch perforated Metal Drain Pipe	2.00	1,200.00
3,000	lin. ft.	8-inch Perforated Metal Drain Pipe	2.25	6,750.00
170	lin. ft.	18-inch Extra Strength Concrete Pipe	4.50	765.00
500	cu. yds.	3/8"-0 Backfill in Drains	4.00	2,000.00
350	lin. ft.	8-inch Sewer Pipe	1.30	455.00
1	only	Concrete Catch Basin	85.00	85.00
230	cu. yds.	Concrete Median Strip	45.00	10,350.00
1,200	lin. ft.	Metal Guard Rail	2.75	3,300.00
10	only	Concrete Sight Posts	10.00	100.00
19,500	cu. yds.	3"-0 Material in Base	2.50	48,750.00
3,200	cu. yds.	3/4"-0 Material in Base and Shoulders	2.75	8,800.00
500	M-gals.	Sprinkling	2.50	1,250.00
210	cu. yds.	3/4"-0 Material in Binder Course	3.75	787.50
40	tons	RC-3 Asphalt in Binder Course	40.00	1,600.00
4,800	tons	Class "B" Asphaltic Concrete	6.50	31,200.00
24	tons	RS-2 Emulsified Asphalt in Seal Coat	42.00	1,008.00
130	cu. yds.	Aggregate in Seal Coat	5.00	650.00
50	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	50.00
		Subtotal		$193,999.00
		10% Engr. & Cont.		19,399.90
		Total		$213,398.90

Length of Roadway 0.582 miles
Cost per Mile $376,664.77

NOT ON INTERSTATE SYSTEM

Type Code 6201
4 Lane Roadway (Sta. 614+30 to Sta. 632+56)

All Required		Clearing and Grubbing (15%)	$	$ 750.00
300	cu. yds.	Structural Excavation, Unclassified	3.00	900.00
40	cu. yds.	Trench Excavation, Unclassified	3.00	120.00
88,800	cu. yds.	General Excavation, Unclassified	0.28	24,864.00
105,000	yd. sta.	Short Overhaul	0.015	1,575.00
200	C-yd. sta.	Long Overhaul	0.50	100.00
0.34	mile	Finishing Roadbed and Slopes	800.00	272.00
6,460	lin. ft.	Rounding Cutbanks	0.15	969.00
600	lin. ft.	36-inch Corrugated Metal Pipe, 8 Gauge	16.00	9,600.00
1	only	36-inch Corrugated Metal Pipe Special Elbow section	100.00	100.00
400	lin. ft.	6-inch Perforated Metal Drain Pipe	2.00	800.00
130	lin. ft.	18-inch Concrete Pipe	3.50	455.00
50	cu. yds.	3/8"-0 Backfill in Drains	4.00	200.00
10	only	Concrete Sight Posts	10.00	100.00
8,000	cu. yds.	3"-0 Material in Base	2.50	20,000.00
1,400	cu. yds.	3/4"-0 Material in Base and Shoulders	2.75	3,850.00
200	M-gals.	Sprinkling	2.50	500.00
110	cu. yds.	3/4"-0 Material in Binder Course	3.75	412.50
10	tons	RC-3 Asphalt in Binder Course	40.00	400.00
1,700	tons	Class "B" Asphaltic Concrete	6.50	11,050.00
10	tons	RS-2 Emulsified Asphalt in Seal Coat	42.00	420.00
60	cu. yds.	Aggregate in Seal Coat	5.00	300.00
		Subtotal		$77,737.50
		10% Engr. & Cont.		7,773.75
		Total		$85,511.25

Length of Roadway	0.346 mile
Cost per Mile	$247,142.34

Type Code 6201
2 Lane Roadway (Sta. 632+56 to Sta. 694+36.35)

All Required		Clearing and Grubbing (55%)	$	$ 2,750.00
100	cu. yds.	Structural Excavation, Unclassified	3.00	300.00
10	cu. yds.	Trench Excavation, Unclassified	3.00	30.00
39,600	cu. yds.	General Excavation, Unclassified	0.28	11,088.00
45,300	yd. sta.	Short Overhaul	0.015	679.50
600	C-yd. sta.	Long Overhaul	0.50	300.00
1.19	miles	Finishing Roadbed and Slopes	800.00	952.00
70	lin. ft.	12-inch Concrete Pipe	2.50	175.00
570	lin. ft.	18-inch Concrete Pipe	3.50	1,995.00
18,500	cu. yds.	3"-0 Material in Base	2.50	46,250.00
2,900	cu. yds.	3/4"-0 Material in Base and Shoulders	2.75	7,975.00
400	M-gals.	Sprinkling	2.50	1,000.00
180	cu. yds.	3/4"-0 Material in Binder Course	3.75	675.00
30	tons	MC-3 Asphalt in Binder Course	40.00	1,200.00

3,500	tons	Class "B" Asphaltic Concrete	$ 6.50	$ 22,750.00
16	tons	MS-2 Emulsified Asphalt in Seal Coat	42.00	672.00
90	cu. yds.	Aggregate in Seal Coat	5.00	450.00
		Subtotal		$ 99,241.50
		10% Engr. & Cont.		9,924.15
		Total		$109,165.65

Length of Roadway 1.187 miles

Cost per Mile $91,967.69

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway on Interstate System	$213,398.90	$132,303.00	$ 81,095.90
4-Lane Roadway Not on Interstate System	85,511.25	53,016.00	32,495.25
2-Lane Roadway	109,165.65	67,681.00	41,484.65
	$408,075.80	$253,000.00	$155,075.80

Oregon State Highway Department

Federal Aid Project
No. FFI-303 (7)

WILLAMETTE RIVER-WHITE SCHOOL SECTION OF THE WEST PORTLAND-HUBBARD HIGHWAY IN CLACKAMAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 5, 1952

ON INTERSTATE SYSTEM

Type Code 6201
4 Lane Roadway (Sta. 583+56 to Sta. 614+30)

			$	$
All Required		Clearing and Grubbing (30%)		1,500.00
790	cu. yds.	Structural Excavation, Unclassified	3.00	2,370.00
187,600	cu. yds.	General Excavation, Unclassified	0.28	52,528.00
605,700	yd. sta.	Short Overhaul	0.015	9,085.50
5,200	C-yd. sta.	Long Overhaul	0.50	2,600.00
0.58	mile	Finishing Roadbed and Slopes	800.00	464.00
4,340	lin. ft.	Rounding Cutbanks	0.15	651.00
190	lin. ft.	60-inch Corrugated Metal Pipe, 8 Gauge	30.00	5,700.00
600	lin. ft.	6-inch Perforated Metal Drain Pipe	2.00	1,200.00
3,000	lin. ft.	8-inch Perforated Metal Drain Pipe	2.25	6,750.00
170	lin. ft.	18-inch Extra Strength Concrete Pipe	4.50	765.00
500	cu. yds.	3/8"-0 Backfill in Drains	4.00	2,000.00
350	lin. ft.	8-inch Sewer Pipe	1.30	455.00
1	only	Concrete Catch Basin	85.00	85.00
230	cu. yds.	Concrete Median Strip	45.00	10,350.00
1,200	lin. ft.	Metal Guard Rail	2.75	3,300.00
10	only	Concrete Sight Posts	10.00	100.00
19,500	cu. yds.	4"-0 Rock in Base	2.50	48,750.00
3,200	cu. yds.	3/4"-0 Rock in Base and Shoulders	2.75	8,800.00
500	M-gals.	Sprinkling	2.50	1,250.00
210	cu. yds.	3/4"-0 Material in Binder Course	3.75	787.50
40	tons	RC-3 Asphalt in Binder Course	40.00	1,600.00
4,800	tons	Class "B" Asphaltic Concrete	6.50	31,200.00
24	tons	RS-2 Emulsified Asphalt in Seal Coat	42.00	1,008.00
130	cu. yds.	Aggregate in Seal Coat	5.00	650.00
50	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	50.00
		Subtotal		$193,999.00
		10% Engr. & Cont.		19,399.90
		Total		$213,398.90

Length of Roadway 0.582 mile
Cost per mile $376,664.77

NOT ON INTERSTATE SYSTEM

Type Code 6201
4 Lane Roadway (Sta. 614+30 to Sta. 632+56)

All Required		Clearing and Grubbing (15%)	$	$ 750.00
300	cu. yds.	Structural Excavation, Unclassified	3.00	900.00
40	cu. yds.	Trench Excavation, Unclassified	3.00	120.00
88,800	cu. yds.	General Excavation, Unclassified	0.28	24,864.00
105,000	yd. sta.	Short Overhaul	0.015	1,575.00
200	C-yd. sta.	Long Overhaul	0.50	100.00
0.34	mile	Finishing Roadbed and Slopes	800.00	272.00
6,460	lin. ft.	Rounding Cutbanks	0.15	969.00
600	lin. ft.	36-inch Corrugated Metal Pipe, 8 Gauge	16.00	9,600.00
1	only	36-inch Corrugated Metal Pipe Special Elbow Section	100.00	100.00
400	lin. ft.	6-inch Perforated Metal Drain Pipe	2.00	800.00
130	lin. ft.	18-inch Concrete Pipe	3.50	455.00
50	cu. yds.	3/8"-0 Backfill in Drains	4.00	200.00
10	only	Concrete Sight Posts	10.00	100.00
8,000	cu. yds.	4"-0 Rock in Base	2.50	20,000.00
1,400	cu. yds.	3/4"-0 Rock in Base and Shoulders	2.75	3,850.00
200	M-gals.	Sprinkling	2.50	500.00
110	cu. yds.	3/4"-0 Material in Binder Course	3.75	412.50
10	tons	RC-3 Asphalt in Binder Course	40.00	400.00
1,700	tons	Class "B" Asphaltic Concrete	6.50	11,050.00
10	tons	RS-2 Emulsified Asphalt in Seal Coat	42.00	420.00
60	cu. yds.	Aggregate in Seal Coat	5.00	300.00
		Subtotal		$ 77,737.50
		10% Engr. & Cont.		7,773.75
		Total		$ 85,511.25

Length of Roadway	0.346 mile
Cost per Mile	$247,142.34

Type Code 6201
2 Lane Roadway (Sta. 632+56 to Sta. 694+36.35)

All Required		Clearing and Grubbing (55%)	$	$ 2,750.00
100	cu. yds.	Structural Excavation, Unclassified	3.00	300.00
10	cu. yds.	Trench Excavation, Unclassified	3.00	30.00
39,600	cu. yds.	General Excavation, Unclassified	0.28	11,088.00
45,300	yd. sta.	Short Overhaul	0.015	679.50
600	C-yd. sta.	Long Overhaul	0.50	300.00
1.19	miles	Finishing Roadbed and Slopes	800.00	952.00
70	lin. ft.	12-inch Concrete Pipe	2.50	175.00
570	lin. ft.	18-inch Concrete Pipe	3.50	1,995.00
18,500	cu. yds.	4"-0 Rock in Base	2.50	46,250.00
2,900	cu. yds.	3/4"-0 Rock in Base and Shoulders	2.75	7,975.00
400	M-gals.	Sprinkling	2.50	1,000.00

180	cu. yds.	3/4"-0 Material in Binder Course	$ 3.75	$ 675.00
30	tons	RC-3 Asphalt in Binder Course	40.00	1,200.00
3,500	tons	Class "B" Asphaltic Concrete	6.50	22,750.00
16	tons	RS-2 Emulsified Asphalt in Seal Coat	42.00	672.00
90	cu. yds.	Aggregate in Seal Coat	5.00	450.00
		Subtotal		$ 99,241.50
		10% Engr. & Cont.		9,924.15
		Total		$109,165.65

Length of Roadway	1.187 miles
Cost per Mile	$91,967.69

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4 Lane Roadway on Interstate System	$213,398.90	132,303.00	$ 81,095.90
4 Lane Roadway not on Interstate System	85,511.25	53,016.00	32,495.25
2 Lane Roadway	109,165.65	67,681.00	41,484.65
	$408,075.80	$253,000.00	$155,075.80

WILLAMETTE RIVER-WHITE SCHOOL SECTION

PROJECT NO. F-FI-303 (7)

While negotiations for rights of way are in progress, one parcel has not been acquired, but it is now believed that all necessary rights of way or rights of entry can be made fully available within fifteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

November 7, 1952

BEAVERTON-AURORA ROAD UNDERCROSSING

Project No. F-FI-303 (7)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

October 3, 1952

WILLAMETTE RIVER-MARION CO. LINE

Project No. F-FI-303(7)

While negotiations for rights of way are in progress, 2 parcels have not been acquired but it is now believed all rights of way or rights of entry can be made fully available within fourteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

September 5, 1952

December 2, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to Oregon Project BFI-303 (7), White School Junction Unit of the West Portland-Hubbard Highway.

Inadvertently we failed to request your approval for the construction of a 500-foot section of asphaltic concrete pavement in which a rubber additive is to be used for experimental purposes. This letter is to request your approval of the project without inclusion of the rubber additive compound, which bid item would be eliminated from the participating items. This is Item No. 13, for which bid item of 75¢ was submitted for the 700 pounds to be used.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

Oregon State Highway Department

Federal Aid Project No. F-FI-303 (7)

WILLAMETTE RIVER-WHITE SCHOOL SECTION OF THE WEST PORTLAND-HUBBARD HIGHWAY IN CLACKAMAS AND MARION COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 7, 1952

ROADWAY ON INTERSTATE SYSTEM

Type Code 6201
4-Lane Roadway (Sta. 583+58 to Sta. 614+30) (Contract No. 3818)

All Required		Clearing and Grubbing (30%)		$ 2,400.00
790	cu. yds.	Structural Excavation, Unclassified	$ 2.50	1,975.00
187,600	cu. yds.	General Excavation, Unclassified	0.28	52,528.00
605,700	yd. sta.	Short Overhaul	0.01	6,057.00
5,200	C-yd. sta.	Long Overhaul	0.50	2,600.00
0.58	mile	Finishing Roadbed and Slopes	500.00	290.00
4,340	lin. ft.	Rounding Cutbanks	0.15	651.00
190	lin. ft.	60-inch Corrugated Metal Pipe, 8 Gauge	30.00	5,700.00
600	lin. ft.	6-inch Perforated Metal Drain Pipe	1.60	960.00
3,000	lin. ft.	8-inch Perforated Metal Drain Pipe	2.10	6,300.00
170	lin. ft.	18-inch Extra Strength Concrete Pipe	3.40	578.00
500	cu. yds.	3/8" - 0 Backfill in Drains	3.00	1,500.00
350	lin. ft.	8-inch Sewer Pipe	1.00	350.00
1	only	Concrete Catch Basin	50.00	50.00
230	cu. yds.	Concrete Median Strip	35.00	8,050.00
1,200	lin. ft.	Metal Guard Rail	2.70	3,240.00
10	only	Concrete Sight Posts	10.00	100.00
19,500	cu. yds.	3" - 0 Material in Base	1.50	29,250.00
3,200	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.90	9,280.00
500	M-gals.	Sprinkling	2.50	1,250.00
210	cu. yds.	3/4" - 0 Material in Binder Course	4.50	945.00
40	tons	RC-3 Asphalt in Binder Course	40.00	1,600.00
4,800	tons	Class "B" Asphaltic Concrete	6.50	31,200.00
24	tons	RS-2 Emulsified Asphalt in Seal Coat	42.00	1,008.00
130	cu. yds.	Aggregate in Seal Coat	5.00	650.00
50	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	50.00
			Subtotal	$168,562.00
			10% Engr. & Cont.	16,856.20
			Total	$185,418.20

Length of Roadway	0.582 mile
Cost per mile	$318,587.97

ROADWAY NOT ON INTERSTATE SYSTEM

Type Code 6201
4-Lane Roadway (Sta. 614+30 to Sta. 632+56) (Contract No. 3818)

All Required		Clearing and Grubbing (15%)		$ 1,200.00
300	cu. yds.	Structural Excavation, Unclassified	$ 2.50	750.00
40	cu. yds.	Trench Excavation, Unclassified	2.00	80.00
88,800	cu. yds.	General Excavation, Unclassified	0.28	24,864.00
105,000	yd. sta.	Short Overhaul	0.01	1,050.00
200	C-yd. sta.	Long Overhaul	0.50	100.00
0.34	mile	Finishing Roadbed and Slopes	500.00	170.00
6,460	lin. ft.	Rounding Cutbanks	0.15	969.00
600	lin. ft.	36-inch Corrugated Metal Pipe, 8 Gauge	17.50	10,500.00
1	only	36-inch Corrugated Metal Pipe, Special Elbow Section	120.00	120.00
400	lin. ft.	6-inch Perforated Metal Drain Pipe	1.60	640.00
130	lin. ft.	18-inch Concrete Pipe	2.85	370.50
50	cu. yds.	3/8" - 0 Backfill in Drains	3.00	150.00
10	only	Concrete Sight Posts	10.00	100.00
8,000	cu. yds.	3" - 0 Material in Base	1.50	12,000.00
1,400	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.90	4,060.00
200	M-gals.	Sprinkling	2.50	500.00
110	cu. yds.	3/4" - 0 Material in Binder Course	4.50	495.00
10	tons	RC-3 Asphalt in Binder Course	40.00	400.00
1,700	tons	Class "B" Asphaltic Concrete	6.50	11,050.00
10	tons	RS-2 Emulsified Asphalt in Seal Coat	42.00	420.00
60	cu. yds.	Aggregate in Seal Coat	5.00	300.00
				$ 70,288.50

Type Code 6201
4-Lane Roadway (Sta. 904+00 to Sta. 910+00)

All Required		Clearing and Grubbing		$ 1,500.00
10	cu. yds.	Structural Excavation, Unclassified	$ 3.00	30.00
7,400	cu. yds.	General Excavation, Unclassified	0.75	5,550.00
All Required		Finishing Roadbed and Slopes		1,000.00
1,000	lin. ft.	Rounding Cutbanks	0.20	200.00
290	lin. ft.	18-inch Concrete Pipe	3.75	1,087.50
12,300	cu. yds.	3" - 0 Material in Base	2.75	33,825.00
2,200	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.50	7,700.00
300	M-gals.	Sprinkling	2.50	750.00
140	cu. yds.	3/4" - 0 Material in Binder Course	4.50	630.00
20	tons	RC-3 Asphalt in Binder Course	60.00	1,200.00
2,600	tons	Class "B" Asphaltic Concrete	8.50	22,100.00
700	lbs.	Rubber Additive	1.00	700.00
14	tons	RS-1 Emulsified Asphalt in Seal Coat	65.00	910.00
70	cu. yds.	Aggregate in Seal Coat	5.50	385.00

500	lin. ft.	Asphaltic Concrete Traffic Markers	$1.00	$ 500.00
				$ 78,067.50
		Subtotal		$148,356.00
		10% Engr. & Cont.		14,835.60
		Total		$163,191.60

Length of Roadway	0.459 mile
Cost per mile	$355,537.25

Type Code 6201
2-Lane Roadway (Sta. 632/56 to Sta. 694/36.35)(Contract No. 3818)

All Required		Clearing and Grubbing (55%)		$ 4,400.00
100	cu. yds.	Structural Excavation, Unclassified	$ 2.50	250.00
10	cu. yds.	Trench Excavation, Unclassified	2.00	20.00
39,600	cu. yds.	General Excavation, Unclassified	0.28	11,088.00
45,300	yd. sta.	Short Overhaul	0.01	453.00
600	C-yd. sta.	Long Overhaul	0.50	300.00
1.19	miles	Finishing Roadbed and Slopes	500.00	595.00
70	lin. ft.	12-inch Concrete Pipe	1.40	98.00
570	lin. ft.	18-inch Concrete Pipe	2.85	1,624.50
18,500	cu. yds.	3" - 0 Material in Base	1.50	27,750.00
2,900	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.90	8,410.00
400	M-gals.	Sprinkling	2.50	1,000.00
180	cu. yds.	3/4" - 0 Material in Binder Course	4.50	810.00
30	tons	RC-3 Asphalt in Binder Course	40.00	1,200.00
3,500	tons	Class "B" Asphaltic Concrete	6.50	22,750.00
16	tons	RS-2 Emulsified Asphalt in Seal Coat	42.00	672.00
90	cu. yds.	Aggregate in Seal Coat	5.00	450.00
		Subtotal		$ 81,870.50
		10% Engr. & Cont.		8,187.05
		Total		$ 90,057.55

Length of Roadway	1.187 miles
Cost per mile	$76,796.58

STRUCTURE ON INTERSTATE SYSTEM

Type Code X721
Beaverton-Aurora Undercrossing (Sta. 606/12.18)(Contract No. 3808)

270	cu. yds.	Structural Excavation	$ 4.00	$ 1,080.00
10	cu. yds.	Excavation Below Elevation Shown	7.00	70.00
2,100	lin. ft.	Furnishing Treated Timber Piling	1.25	2,625.00
68	only	Drive Timber Piles	50.00	3,400.00
400	cu. yds.	Class "A" Concrete	63.00	25,200.00
90,000	lbs.	Metal Reinforcement	0.10	9,000.00
300	sq. yds.	Concrete Slab Riprap	7.00	2,100.00
100	lin. ft.	6-inch Drain Pipe	2.00	200.00
				$ 43,675.00

STRUCTURE NOT ON INTERSTATE SYSTEM

Type Code X721
White School Junction Grade Separation (Sta. 898+87.24)

180	cu. yds.	Structural Excavation	$10.00	$ 1,800.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
340	cu. yds.	Class "A" Concrete	65.00	22,100.00
66,000	lbs.	Metal Reinforcement	0.11	7,260.00
				$ 31,260.00

Subtotal	$ 74,935.00
10% Engr. & Cont.	7,493.50
Total	$ 82,428.50

Length of Structures 0.000 miles

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway On Interstate System	$185,418.20	$114,931.00	$ 70,487.20
4-Lane Roadway Not On Interstate System	163,191.60	101,154.00	62,037.60
2-Lane Roadway Not On Interstate System	90,057.55	55,822.00	34,235.55
Undercrossings:			
(On Interstate System)	48,042.50	29,779.00	18,263.50
(Not on Interstate System)	34,386.00	21,314.00	13,072.00
	$521,095.85	$323,000.00	$198,095.85

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

November 21, 1952

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed are approved copies of plans and proposals, including special provisions, for Oregon Project BFI-303(7), White School Junction Unit of the West Portland-Hubbard Highway.

Division Office approval was given subject to a decision by the Washington Office on the eligibility of the 500' section on which a rubber additive is to be used in the asphaltic concrete pavement. Procedure, involving prior approval of experimental construction projects, as requested by the Commissioner's May 22, 1950 memorandum, was not followed in this case. Accordingly, the Washington Office has been asked to advise whether any portion of the work (i.e. the cost of the additive, only, or the entire cost of the 500' experimental section) should be non-participating.

Two copies of the above mentioned May 22, 1950 memorandum were sent you on June 6, 1950.

Very truly yours,

CGPolk

C. G. POLK
District Engineer

RECEIVED
NOV 21 1952
OREGON
STATE HIGHWAY COMMISSION

Encls.

RECEIVED
FOR FILING

November 28, 1952

Roy L. Houck & Son
1585 N. 20th St.
Salem, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3818, which was awarded to you on October 31, 1952 by the State Highway Commission, covering grading and paving on the Willamette River-Marion Co. Line Unit, Barbur Boulevard-White School Section of the West Portland-Hubbard Highway in Clackamas County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

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NOV 12 1952
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November 7, 1952

Mr. C. O. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on November 3, 1952 on Contract No. 3818, Willamette River-Marion County Line Unit, Barbur Boulevard-White School Section, in connection with Federal Aid Project No. F-FI-303 (7).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

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FOR FILING

October 31, 1952

Roy L. Houck & Son
1585 N. 20th St.
Salem, Oregon

Gentlemen:

The State Highway Commission on September 23 accepted your proposal to perform grading and paving work on the Willamette River-Marion County Line Unit, Barbur Rd.-Levard-White School Section of the West Portland-Hubbard Highway about 6 miles north and west of Hubbard in Clackamas County, for the sum of $340,721.00, and on the same date awarded Contract No. 3818 to you subject to clearance of right of way and concurrence by the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FH

cc - H. G. Smith
S. H. Probert
W. M. Fransen
Goldie Lewis

5YC

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM ☐	SERIAL ☐
DAY LETTER ☐	NIGHT LETTER ☐

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE ☐	LETTER TELEGRAM ☐
VICTORY LETTER ☐	SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
October 31, 1952
3:40 p.m.

Roy L. Houck & Son
1585 N. 20th St.
Salem, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Willamette River-Marion County Line Unit, Barbur Boulevard-White School Section of the West Portland-Hubbard Highway in Jackson County for which you submitted low bid on September 23, 1952. Contract forms will be mailed you shortly for execution.

H. [illegible] Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
C. W. Head
Accounting (5001-[illegible])
Files

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~~FOR FILING~~

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

F-FI-3[illegible](7)

October 31, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project F-FI-303(7), Willamette River-Marion County Line Unit of the West Portland-Hubbard Highway, we hereby concur as of this date in award of contract No. 38[illegible]8 to Roy L. Houck and Son of Salem, Oregon, low bidder in the amount of $320,721 at the September 23, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

[illegible]
STATE H[illegible]

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FOR FILING

F-1-[illegible]

3718

October 31, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the Willamette River-Marion County Line Unit of the West Portland-Hubbard Highway in Clackamas County, Project F-FI-303 (7), to Roy L. Houck & Son of Salem, Oregon, on the basis of the bid of $320,721.00 submitted by them on September 23, 1952.

All rights of entry required for this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

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FOR FILING

F-F1-303(1)

3818

August 14, 1952

Oregon State Highway Commission

Gentlemen:

Due to underruns in project costs and to other causes, it is seldom possible to collect on a federal-aid project all of the federal funds allotted to the project. As a result, there develops as federal-aid projects are finalled a balance of "unprogrammed federal-aid funds." At present the unprogrammed balance of primary federal-aid funds is approximately $420,000. This amount together with required state matching funds is sufficient to finance a project costing $700,000.

In rechecking the tentative 5-year construction program, we find that the moneys set up for the Barbur Boulevard-White School Section of the West Portland-Hubbard Highway are short of being sufficient to complete the section by about $700,000.

It is my opinion that the $700,000 available for another primary federal-aid project, as above indicated, should be allotted to the Barbur Boulevard-White School Section and particularly to the portion of that section which is between the Willamette River crossing at Wilsonville and the junction with the Pacific Highway East near White School. I am, accordingly, enclosing a program description for the Willamette River-White School Unit and am recommending to you that the same be approved as a part of the 1953 Primary Federal-aid Program.

Placing of the $700,000 in Division No. 2 is found to be equitable from the division allocation standpoint as revised cost figures for the 1952-1953 construction programs show Division No. 2 to have received some $1,000,000 less than its share according to formula.

If favorable action is taken at the August meeting, it will be possible to receive bids for the project at the September meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. C. H. Maison
SHP lg

PROJECT PROPOSED FOR PROGRAMMING
TO UTILIZE UNPROGRAMMED BALANCE OF $700,000
ACCUMULATED IN 1953 PRIMARY FEDERAL AID PROGRAM

County	Highway, Section and Description	Allotment Amount
Clackamas and Marion	West Portland-Hubbard. Barbur Blvd.-White School Section, Willamette River-White School Unit, Grading, Paving and Structures	$ 700,000

(Of the $700,000 total, $420,000 is federal-aid money and $280,000 is State match money.)

August 14, 1952

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TO UTILIZE UNPROGRAMMED BALANCE OF $700,000
ACCUMULATED IN 1953 PRIMARY FEDERAL AID PROGRAM

County	Highway, Section and Description	Allotment Amount
Clackamas and Marion	West Portland-Hubbard. Barbur Blvd.-White School Section, Willamette River-White School Unit, Grading, Paving and Structures	$ 700,000

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August 14, 1952

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Clackamas and Marion	West Portland-Hubbard. Barbur Blvd.-White School Section, Willamette River-White School Unit, Grading, Paving and Structures	$ 700,000

(Of the $700,000 total, $420,000 is federal-aid money and $280,000 is State match money.)

August 14, 1952